Proposed Agenda Permanent Board April 2, 2022

Worship

Bread Day

Welcome, roll call

Minutes

NPWG report

Presiding Clerk's report

Secretary's report

Finances

Treasurer's Report Update on Reserves Proposed Budget, first reading (due 3/28) Financial Contributions WG Report Sessions Waiver Request

Reports

AFSC

FUM

Moses Brown including Nominations

Freedmen's Fund

Memorial Minutes

Travel Minutes and Report (info only)

Report of Planning Board Debrief with Noticings WG held on 2/7/2022

Permanent Board Friends were invited to meet with members of the Noticing Patterns of Oppression & Faithfulness Working Group on the evening of February 7, 2022. A total of 16 Friends gathered via Zoom. Our purpose was to reflect together on noticing patterns of oppression or faithfulness at the Permanent Board meeting of January 29.

Friend Polly began our reflection with a reading from a Seder Haggadah:

To ask questions is to acknowledge first & foremost that we do not live in isolation; that we need each other. To ask is to signal our desire to learn. By admitting what we do not know, we take the first steps toward greater knowledge & learning. To ask questions is to signify our freedom.

During the evening, we shared what we had noticed among Friends at the January Permanent Board meeting, what we noticed within ourselves during the January meeting, and what we were noticing as we recalled the agenda and conversations of the January meeting.

Here are some things Friends noticed.

The conversation that arose during the first half of the January meeting was experienced as a faithful effort to lovingly hold a difficult conversation as we are growing toward what God calls us to be.

We were reminded that the noticing patterns process is a way of coming to a shared understanding, as a whole meeting, of ways that we as individuals have been unknowingly participating in oppression. That is a painful realization. We remember that we are members of a loving community that supports each other tenderly in that painful place.

We were reminded that seeing and repenting of unintentional oppression is not just Permanent Board work, but the work of the whole Yearly Meeting.

We observed that, in noticing patterns, we are trying to use muscles we may have rarely, or even never, used before; we're not yet good at it, but we are trying.

We heard interest expressed in having opportunities for learning about noticing patterns, and for discussion to deepen understanding.

We expressed a sense of a Covering coming over the gathered Permanent Board meeting, followed by a more tender willingness in Friends to accept and express our own complicity and sin.

Submitted by Fran Lightsom and Janet Hough, March 11, 2022.

Permanent Board Meeting Held over Zoom Video Conference January 29, 2022

PB 22-1: Opening Worship

Friends opened with a period of worship.

PB 22-2: Clerk's Welcome

The PB Clerk opened, requesting a period of silent worship in remembrance and prayer for Friends who have died, and for Friends who have lost loved ones. The PB clerk also requested prayers for herself as she responds to the call to present the Bible Half-Hour plenary at Friends General Conference 2022.

PB 22-3: Roll Call

The recording clerk called the roll:

Present: Leslie Manning, PB Clerk; Susan Davies, PB Recording Clerk; Kimberly Allen; Peter Bishop, Deana Chase, Darcy Drayton, Hannah Zwirner Forsythe, Martin Zwirner Forsythe, Chris Gant, Beth Hansen, Ian Harrington, Frances Lightsom, Ed Mair, Jean McCandless, Christopher McCandless, LouAnne McDonald, Gina Nortonsmith, Carole Rein, Martha Schwope, Sara Smith, Will Taber, Bill Walkauskas, Diane Weinholtz, Donn Weinholtz, Morgan Wilson, Kathleen Wooten, Mary Zwirner;

Ex-Officio: Jeremiah Dickinson (Ministry and Counsel Interim Clerk), Scot Drysdale (Finance Clerk), Sarah Gant (Acting Secretary for Governance and Pastoral Care), Rebecca Leuchak (Sessions Clerk, Rising Presiding Clerk), Robert Murray (Treasurer), Bruce Neumann (Presiding Clerk), Nia Thomas (Acting Secretary for Programs and Administration)

Regrets: Travis Belcher, Bob O'Connor, Joyce Taylor Gibson, Anna Raddochia, Elizabeth Szatkowski, John Reuthe, Elizabeth Reuthe (Secretary's Supervisor), Aaron Sakulich, Tom Vargo

Visitors: Anna Hopkins, Polly Attwood, Melody Brazo, Kristina Keefe-Perry, Janet Hough, Becky Jones, Kevin Lee, Honor Woodrow, John Wojtowicz, Mey Hasbrook, Lisa Graustein, Diana White, Marian Dalton, Robb Spivey, LVM Shelton, Katie Bond, Bob Eaton, Phebe McCosker, Anna Lindo, Clarence Burley

PB 22-4: Approval of December 11, 2021, PB Minutes

The minutes from the December 2021 meeting were distributed in advance documents for review. Friends raised the concern that **draft minute 21-122 PB Clerks announcements and closing comments**, included the specific comments of one person, rather than a record of "the sense of the body", and that the person's comments appeared in a section labeled "General Announcements". Friends who participated in the *Noticing Patterns- Permanent Board Debrief meeting*, (see Appended Reports for PB 22-4 and PB 22-5) held on January 8th, noted that the comments were sufficiently noteworthy to have generated nearly two hours of conversation at the Debrief meeting (see Minute PB 22-5). Other Friends clarified that minutes do in fact sometimes include an individual's specific concern, in the case where a Friend is standing aside from a decision of the Body, yet these comments were not offered in relation to

any decision of the Body, and no discussion followed the comments. The Recording Clerk stated that, after consideration, the comment was included in the minutes to elicit PB's reflection on what happened. One person spoke on December 11th to express unity with the comment; no one present spoke to counter the individual's comment. There was not an objective basis to report a different sense of the Body. The decision to include the comment in the minutes was made after consultation among the PB-RC, the PB Clerk, and the two acting General Secretaries. Other Friends noted that in today's meeting, while PB has thoroughly discussed the minutes pertaining to the Friend's comment, it has not talked about the Friend's comment itself, nor the lack of a verbal response from PB following the comment, stating it was important to include the carefully worded minute regarding the comment. This was followed by the observation that at times the customary protocols of PB meetings constrain Friends willingness to interject.

Friends approved the December 11, 2021 minutes with the following changes:

- Move the Friend's comments from the "General Announcements" section of Draft Minute
 21-122 to a "Closing comments" section prior to Closing Worship
- Ensure that these minutes, of January 29th, 2022, record a minute of exercise of the Permanent Board regarding the Friend's comments and PB's response to it.

PB 22-5: Noticing Patterns of Oppression and Faithfulness working group (NPwg) oral report of January 8, 2022 Debrief of December 11 PB Meeting (Appended Reports for PB 22-4 and PB 22-5)

The PB clerk introduced the NPwg report with the reminder that the NPwg is under the care of Permanent Board, and the work of PB and the ministry of NPwg are integral to one another. While the work of PB is enhanced by the practical experience and problem-solving skills of PB members, this work is not head work. The practice of "noticing" challenges many of us to go beyond our preferred way of addressing problems. It requires us to move from the head to the heart, and to become members one of another, in this faith community.

Polly Attwood and Melody Brazo reported orally for NPwg on the January 8th NPwg debrief of the December 11, 2021 PB meeting. A general description of the PB Debrief Practice is in the Appendix. Polly and Melody noted the faithfulness of PB in together holding this *noticing patterns of oppression and faithfulness* practice and engaging with it, strengthened by faith in the Living Spirit, in each other, and in ourselves. Twenty-four Friends shared and prayed from their hearts on January 8, 2022, reflecting on their experience of the close of the December 11, 2021 PB meeting.

The constraints on speaking time at the debrief meeting, requested by the facilitators to invite equity of voice, challenged some Friends. Friends also noted their discomfort with the particular silence experienced at the close of the December 11 PB meeting and reflected on the implications of silences in general. They wondered whether the silence denoted reticence due to unsettled or resistant feelings, or if it might have been an indication of deepening reflection and prayers for guidance. They asked, "How do we learn to stay with each other in order to listen with humility and honesty, and engage lovingly in places where we disagree, with the hope of understanding what Friends are saying?" Many Friends agreed that they would rather see a response of resistance than of apathy.

Polly and Melody concluded by noting that the work of Noticing Patterns of Oppression and Faithfulness is one part of a process of deeper change work for the beloved community God is calling into being. Many people have never experienced any spaces where equity and justice are prevailing norms, therefore loss of the familiar may be the overwhelming feeling. The effect of a culture of domination of

some groups over others is to blunt everyone's imaginations so we cannot see what *could* be. Through this practice we are trying to heal from that damage. A committee can support, enlighten, and love you to pieces, but no committee can do a person's, a group's, or a YM's spiritual work by itself. The process requires both individual and corporate engagement, and an on-going commitment to actions that co-create a community, and an organization, where people do not feel they are dismissed because of who they are. We are an imperfect group of humans. NPwg trusts that everybody who is showing up is doing so with the best of intentions. The more Friends understand the noticing practice as one part of a set of resources and tools needed to live into a larger vision of change, the more the YM collectively and individually will deepen into, listen, and embody the transformation God is calling us into.

In response to the report, Friends noted that a reluctance to speak may be because they are still sorting things out, or they may be expecting the clerk to interrupt troubling behaviors, though Friends affirmed that the work of noticing belongs to everyone. Desire for comportment with usual practices of corporate discernment may also constrain Friends from interrupting troubling patterns. Some Friends admitted to confusion about how to recognize "bad" patterns of Empire, asking if that means we should discourage such commonly valued behaviors as competence, objectivity, meritocracy? Clearer explanations are needed to clarify what are the patterns of Empire we are seeking to change. A Friend wondered whether we are perhaps groping for stand-ins to talk about things like "sin"? The comment expressed on December 11 was deeply wounding to some Friends. The injury is so real when oppressive behaviors are inflicted that for some people it is not possible to respond. Many Friends lifted up their thanks and gratitude for the work of NPwg and expressed regret at missed opportunities to celebrate good work that helps all of us.

PB 22-6: Friends Camp Committee Financial Handbook (Handbook appended)

Robb Spivey reported as Friends Camp (FC) Treasurer, explaining that 2 years ago FC had its first ever financial review by an accounting firm. The firm noted a deficiency in the lack of a financial handbook. FC has modeled their resulting FC Financial Handbook on the existing YM Operating Division Financial Handbook. The FC Financial Handbook submitted for approval at this PB meeting was approved by the FC committee on January 22, 2022 and the FC Treasurer is now requesting approval by PB. The document includes both policy and procedural guidance. Matters of procedure can be approved by FC at any time. Matters of policy must be approved by FC, YM, and PB. Understanding that this is a living document that is likely to change, Friends expressed gratitude for the Committee's diligence, and its excellent work.

Friends approved the Friends Camp Financial Handbook, with the request that the FC Committee consider the following changes:

- Clarify in the document what guidance is "policy" and what is "procedure"
- Clarify duration of document retention and document destruction requirements, in consultation with the YM Operating Division Financial Handbook committee.

PB 22-7: NEYM Finance Committee Minute (proposed amendments to the NEYM Financial Handbook are appended)

The PB clerk called for questions, or anyone wishing to speak in opposition to the proposal. None were offered.

Friends approved the amendments

PB 22-8: Ministry Transition Team Report (report appended)

Jeremiah Dickinson reported that the Ministry Transition Team (MT Team) has been charged with seeking new understandings of how to care for spiritual life and ministry in NEYM. The appended report describes 3 YM-wide gatherings designed to reflect on ministry and spiritual life in the YM. The MT Team is now examining ministry and counsel's many familiar, former areas of focus in New England Yearly Meeting, aspiring to be open to new possibilities for how to offer spiritual care, beyond traditional conceptions of M&C's roles. The MT Team seeks to engage monthly meetings and individuals in this endeavor, as they consider how to create a shared vision for the spiritual nurture of the YM going forward.

PB 22-8: Breakout Session for small group discussions about ministry transition

PB 22-9: Nominating Committee Report (report appended)

Honor Woodrow reported for the Nominating Committee, beginning with a recent development, included as an addendum to the PB advance documents. Due to the immediacy of the work of planning Sessions 2022 the Nominating Committee requested:

For approval-

Phil Veatch, Fresh Pond MM, for Sessions Clerk, to start immediately, filling out the end of Rebecca Leuchak's term as Sessions Clerk, and continuing for a full term. Friends expressed deep appreciation to Rebecca Leuchak for her steadfast attention to Sessions work. She is now released from that work as she transitions to rising Presiding Clerk.

Friends approved

Second reading (first reading in Advance Documents)

For Legacy Gift Committee - Lori Martin, New Haven Friends Meeting, class of 2023

Friends Approved

For clarification:

• For Puente de Amigos—Maxine Schmidt, Northampton Meeting for class of 2022, was approved in 2021 but the committee had too many members at that time. Asking PB to re-affirm Maxine Schmidt's approval.

Friends Approved

• For Permanent Board - Bill Waukaskas is continuing for 1 more year, in his 2nd term, Class of 2022

Friends Approved

• For Youth Ministries Committee-Jessica Eller, Portland Friends Meeting, Class of 2024;

Friends Approved

Leslie Manning clarified that, as PB Clerk, she and the Presiding Clerk are responsible for naming the Naming Committee which will present names for the Nominating Committee. She asked for prayers for that work. She also requested prayers for former PB member Tom Vargo, stating that he has stepped down from Permanent Board, and he has stated, in his resignation letter, that he is unlikely to accept further opportunities for service in NEYM.

PB 22-10: Presiding Clerk's Report (report appended)

Bruce Neumann, Presiding Clerk, opened his report by saying after two years of pandemic, we need more joy, more moments of grace, and the joy of connection to the divine. We cannot predict or control when it happens, but by being open and expectant we increase the likelihood of the experience. He shared several updates:

Letter of Apology – The committee is moving carefully with this work. The Presiding Clerk noted that putting the apology in the envelope feels like a sacred act. The Right Relationship resource group is gathering gifts to bring to their meetings with the tribes and a retreat is planned for the group of emissaries prior to meeting with the tribes.

Letter to FUM Board – The Presiding Clerk has sent a letter to the FUM Board requesting a change to the language in the personnel policy, and receipt has been acknowledged by the clerk of the FUM Board. The current language and policy have been the source of much pain in New England for many years. In his response the clerk of the Board stated he intended to call a meeting of the executive committee to consider how to respond.

PB 22-11: Yearly Meeting Acting Secretaries' Report to Permanent Board (report appended)

Nia Thomas, Acting Secretary for Programs and Administration, provided updates on health and safety considerations for YM-sponsored in-person events, and shared a preliminary proposal to increase youth and family participation: for all children and youth to participate in Sessions free-of-charge this year. Nia next reported on a draft Forms of Service Map and invited feedback on the tool. The Forms of Service Map outlines each form of service within NEYM (Standing Committee, Working Group, etc.), why it exists, how members are called to service and naming how long they serve, what the group's foundational documents are (Purpose Procedure and Composition or Charge, etc.) and who it reports to, when and how. Yearly Meeting Secretary Noah Merrill will return from sabbatical in two weeks and Nia asked for Friends to allow him the time to address urgent and important concerns.

Sarah Gant, Acting Secretary for Governance and Pastoral Care, next expressed gratitude for holding Noah Merrill while he stepped back for rest and spiritual refreshment. Sarah stated it will take many hands to rebuild from the separation caused by the pandemic. Sarah invited everyone to bring positive, creative energy to that healing.

The PB clerk expressed sincere appreciation to Nia and Sarah during Noah's sabbatical. She noted they are models of faithfulness, compassion and clarity of purpose and we are deeply moved and appreciative that they were both clear to share their gifts in this way.

22-12: Update to Permanent Board on the Anti-Racism Consultation Work Group under our care

The PB Clerk reported that the following Friends have been named to serve on the planning group for the anti-racism consultation: Melody Brazo, Fresh Pond FM, LVM Shelton, Plainfield FM, Becky Jones, Northampton FM, Kristina Keefe-Perry, Fresh Pond FM and Three Rivers Worship Group, Morgan Wilson, Framingham FM, and the PB Clerk, *ex officio* Durham FM. The PB Clerk was authorized by the Permanent Board to name Friends to this working group. The PB Clerk asked for PB to accept these names and to endorse the work of this group going forward.

Friends accepted the names and endorsed the work.

22-13: Travel Minutes from Salem Quarter (Travel minute and needed supplies is appended)

The PB received a travel minute for Mary Hopkins to attend Cuba Yearly Meeting, 2022. Will Taber, of Salem Quarter, celebrated Mary Hopkins dedication to the concern for Cuban Friends. A list of needed supplies for the Cuban Yearly Meeting is appended.

Friends approved Mary Hopkins travel minute

22-14: Closing Worship

Report to Permanent Board From the Presiding Clerk March 25, 2022

Sessions Planning: By the time you read this, you will likely have seen a preliminary announcement that shares the news that Regina-Renee Ward will be giving the Bible Half-hours. And that the Sessions Coordination team is carrying a concern for the available energy of Sessions attenders, staff, and volunteers. All of us who have attended Sessions have at one point or another (or many times!) felt that there was too much to do, and not enough time to sit with old or new friends for the traditional Quaker practice of "opportunities." Expect a somewhat lighter schedule.

Planning for the plenary has hit a bump in the road which leaves us without a confirmed plenary rather late in the season, AND an opportunity to do something a bit different which we hope will speak to Friends. The Theme and Speakers team had discerned that we wanted to have a time to hear from our young Friends. We believe they have some wisdom and spiritual insight which we don't have enough opportunity to hear. But as we began to explore how we would identify and support individuals who might be led to speak, we learned that each of the age groups (JYM, JHYM, YF) is at a low ebb of spiritual community, suffering from 2 years of personal challenge (as are all of us), and an inability to gather in person, where community is nurtured. While this awareness is of great concern for the well-being of our young Friends, in the context of the plenary it means that this is not the year to give them that platform. We are exploring what a time together for all ages would look like, which both meets each of us where we are, provides sustenance and, as we hope a plenary will do, gives us a spiritual seed to nurture through the week. Expect some singing, storytelling, and small-group sharing.

Business Agenda: I am reminded to be patient – I still have no good sense of what we will be tending to during our Business sessions. I am aware that last year's agenda was very challenging for many, and hope that this year will not be as difficult. But I also know that Friends come together wanting to do the work of discernment. A series of reports on what Quakers are up to will be informative and perhaps encouraging, but discernment is the heart of what we come to business for.

Reflection: Pat and I have had a young Afghan woman staying with us recently, and we've had a few discussions about the differences in our faith traditions – one significant one being the Quaker antipathy to ritual which is in our religious DNA, where the Muslim faith is rich in ritual. One Sunday she sat with us in Zoom meeting for worship, and later asked what our preparation was. My reply was that it varied a lot from person to person, but that there was a hope and intention for some prayer during the week leading up to worship. Re-learning (I think I knew this before) that Muslims do ablutions before worship, I've been reflecting on the value of intentionality. I have no ideas about borrowing the Muslim practice, but am reminded that it's not enough to just show up. Whether it's having a second cup of coffee while gazing out the window, or NOT having a second cup of coffee, or taking a short meditative walk, or putting down the newspaper and reading a few passages in the Bible, the *intention* is our preparation. Zoom has made it so easy to slide from one thing to another, where even the act of driving to meeting provided a boundary and preparation. Bruce

To: The Permanent Board of New England Yearly Meeting of Friends

From: Noah Merrill, Yearly Meeting Secretary

Re: Report in preparation for PB meeting on April 2, 2022

Dear Friends,

I'm grateful to offer this report to the Permanent Board for this first meeting following four months of sabbatical time away. Since the middle of February, I have been listening, returning, and reconnecting. It's a great joy to return to this work alongside and among you.

My profound thanks and love to all who made this season of rest, retreat, and renewal possible, and especially to Nia Thomas and Sarah Gant, the members of Coordinating & Advisory Committee, and the yearly meeting staff for their dedication, resilient patience, and loving care for the Yearly Meeting in countless ways in recent months. We are indeed deeply blessed through their continuing service.

For me, this season of sabbatical was a time of renewal, of spiritual searching and wrestling, of reflection and clarification. In this winter of listening, I found through Grace a renewed rhythm of prayer and spiritual practice. I came to know and taste in a fresh way the vital role of Sabbath in opening space for the guidance of the Spirit. And I was brought to a place of conviction in the responsibility to tend with discernment my attention and energy if I am to be of use as my service continues.

This has meant changes in my availability and priorities as I return. It means I will be less available for some requests, and this may at times present frustrations or challenges. Please know that I am seeking to be faithful in stewarding, with the help of Friends, my time and energy. My hope is that this will allow me to give more attention to what is most essential, to sustain my own capacity to abide in Love, and to allow that abiding to guide my service among Friends.

While I was away, I held you and Friends across our yearly meeting in prayer often. Returning, I've been listening and watching. As spring arrives, and as we glimpse the possibilities for new ways of connecting and reconnecting, I'm feeling three prayers, three encouragements I want to offer.

I'm feeling a prayerful concern for our **patterns of activity**, and for the risk that incessant busyness can so easily drown out the whispers of the still, small Voice. When so much of the wider discourse and dynamic of our society feeds the rising tide of despair, outrage, separation, and distraction, I believe a vital expression of the testimony of Friends now may be to do *less*, not *more*. To pay attention more deeply and lovingly to fewer concerns and priorities, rather than seeking to do more, more quickly. I have a renewed sense that God is inviting us to a greater singleness of heart, to honor the wisdom of our Quaker spiritual ancestors that calls us to be ever watchful for the stirrings of Life in the small, the everyday, the tender inward motions of Grace.

In our corporate discernment in meetings of the Permanent Board, I hope we will be open to the possibility that we—"we" in the sense of the Yearly Meeting as a whole—may be trying to do too much, and the costs this may have. The significant steps we're taking in learning to be more efficient and effective, and laying aside longstanding challenges, do not necessarily mean we

should fill that new space with more work. In the winter months, I learned about pruning fruit trees. The wisdom of experience I heard again and again is to prune as much as possible—much more than many would think wise or safe—so that the whole energy of the tree can be channeled to a few points of life. Amazingly, this radical pruning helps make possible an abundant harvest, beyond what we might have dared to hope.

I pray we will continue to grow in the practice of setting and keeping reasonable expectations and boundaries for our work, and meaningful rhythms of prayer and rest, both as individuals and corporately. I wonder how we might more fully support and encourage one another in these disciplines. I'm excited for what nourishing, beautiful, surprising fruit may arise in the space that opens.

Second, I'm holding in prayer **how we journey together as a covenant community**. Alongside our physical separations, I've sensed a weakening in our commitment to Friends' practices of gospel order in our relationships, and for how we nurture spiritual intimacy with one another as siblings in faith. I fear this may erode our witness to the wholeness of God's Love. Let us watch for pressure and temptation to fracture and form factions, to hold grudges, to nurture resentment. Let us take care with the reputations of others, avoiding gossip and assumptions, which can be so corrosive in the life of a spiritual community. Those who have come before us testify that "community" is not a goal but a spiritual discipline, a process, and a fruit of the Spirit.

Third, I'm praying for **the orientation of our vision**, the direction in which we are looking together. In our yearning and striving to be set free *from* captivity and addiction to systems, structures, and patterns of injustice and evil, may we continually seek to re-orient our hearts and our corporate attention toward the Pattern that sets us free, and the vocation that we are being set free *for*: to participate in and share the workings of a humble, self-giving, liberating Love; to abide in and invite others to encounter for themselves the peace and healing that the world cannot give.

This, so many before us have testified with their lives, is the essential rhythm of how the Reign of Heaven breaks in and is revealed among us. In the deepest sense, this is not a *goal*, but a *relationship*. As we allow this Pattern to take root in our hearts and reshape our desires and actions, may we discover this inbreaking more and more.

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Below are some updates on my priorities and work as I return, and one additional item (final page) for requested action at our upcoming meeting.

Children & Family Ministries Coordinator Search

With deep gratitude to the members of the search committee (Anna Lindo, Karen Sanchez-Eppler, Quinn Nortonsmith, and Kristin Wilson), and for the vital work of consultation and preparation over the fall and winter by the Youth Ministries Committee, youth staff, and Nia Thomas and Sarah Gant, I can report that the search process for the role of Children & Family Ministries Coordinator is nearing completion, with final interviews and discernment scheduled to occur in the next two weeks. It has been a dynamic and prayerful process, and I look forward to being able to share more news soon.

The transition plan is for the final candidate, once they have accepted the role, to participate in a gradual onboarding process during the spring and early summer, with the goal of the new Coordinator attending Sessions in person, shadowing Gretchen Baker-Smith in her work this August.

Ministry & Spiritual Life

As part of the experiment exploring both ancient and new forms through which the Yearly Meeting might nurture spiritual life and ministry among New England Friends, the Ministry Transition Team, consisting of Jeremiah Dickinson, Sarah Gant, Nia Thomas, Leslie Manning, and myself has been gathering reflections and input from extensive listening and prayerful reflection, and is working (as charged by Permanent Board) toward a progress report and simple recommendations to bring to Permanent Board and Sessions this summer. We hope to be able to offer a report and set of recommendations to the Permanent Board meeting in June, in the hope that, with Friends guidance and endorsement, this report and recommendations can be brought to Sessions in August.

Preparations for the April 9 gathering on spiritual life and ministry, to be held as a hybrid event with a large group in-person event at the Friends School of Portland, are nearing completion. More information on this gathering is available here.

Sessions 2022 Planning

With the approval of the theme and welcoming the new clerk of Sessions planning, Phil Veatch, a new season of Sessions planning has begun. I hope Friends saw the <u>save the date announcement</u> from the presiding clerk and clerk of Sessions Planning last week. The next major steps in the planning process are the approval of the schedule and the recruitment of Friends to serve in key coordination roles during our time together. The discernment of the Permanent Board at this meeting on the proposal regarding waiving Sessions fees for children and youth will play a significant role in both outreach and finances for Sessions 2022.

Two questions I'm holding as I've returned to Sessions planning, as we move into this full season of preparation—returning to in-person Sessions while trying to include remote access as we're able, with all the exhaustion and strain of the past two years—are:

"How simple could it be?" and "how much is enough?"

I'm grateful for the increasing intentionality and integration of Sessions planning, as Friends endeavor more and more to hold and serve the whole, to remove barriers to participation, and to consider the implications of our decisions for wider communities of Friends across New England.

Development

A fundraising appeal letter supporting the annual fund is on the way to the printer, planned to arrive in mid-April. We are also planning a letter to monthly meetings with an emphasis on educating Friends about the uses and continuing need for Equalization support from local meetings as a key part of the Pay-As-Led approach to Sessions fees. This will be an especially important reminder and invitation as we return to in-person Sessions this year.

With the goal of strengthening the consistency of and attention to our development and fundraising efforts, we've formed a new team within the staff consisting of the Accounts Manager, Office Manager, Quaker Practice & Leadership Facilitator, and myself to focus and carry forward our development efforts. Coupled with consideration by Coordinating & Advisory Committee for a small group of experienced Friends to advise these efforts, I believe this is an important step responding to our approved FY2022-2023 funding priority, to strengthen administrative and development capacity. The primary intention of this funding priority is to allow the Secretary to focus more energy on support for local meetings and nurturing Friends called to ministry, something I am eager to embrace as it becomes more possible.

With input from the Finance Committee and members of Coordinating & Advisory Committee, since my return I have been developing a proposal regarding the creation of a small number of endowment funds, the annual income from which would support enduring aspects of the vision and mission of the Yearly Meeting. After further seasoning and development, I hope to have more to share with Permanent Board for seasoning and discernment in June.

Personnel and financial policies review

While much good work has been done in recent years to update and align our personnel and financial policies, it's clear to me that some further work is necessary to respond to current conditions. This includes ensuring that our policies include relevant aspects of the needs of Friends Camp where necessary; that our benefits for staff are updated, appropriate, and equitable; and that financial policies both provide clear controls and direction, and allow for sufficient flexibility for our current context. In partnership and consultation, I will be supporting efforts to consult, review and revise these sets of policies in the coming months, with final recommendations on policy changes to be brought to Permanent Board for approval, as is our practice. In connection with this, I hope to be able to share updates on some shifts in staff responsibilities that are under consideration as we move out of this phase of the pandemic.

Podcast

I'm excited to share that our NEYM podcast channel, <u>"Then I Heard a Voice"</u>, has recently reached and surpassed 2000 downloads. Have you explored the variety of audio content available for and from Quakers in New England? You can find and play the content online <u>here</u>, or subscribe to our podcast and automatically get access to new content, wherever you get your podcasts. Watch for more new audio content—and news of related experiments—in the coming months.

New support with aging concerns for local meetings

With gratitude for the work of Nia Thomas in recent months, and previously of Honor Woodrow, former clerk of Ministry & Counsel, I hope to soon have news to share regarding a promising new partnership between New England Yearly Meeting, the Friends Foundation for the Aging, and ARCH (Aging Resources Consultation and Help), a program of New York Yearly Meeting. ARCH supports a respected network of traveling "ARCH visitors" who visit Friends Meetings to support the meeting and its members in responding to issues relating to aging grounded in the faith and practice of Friends. As part of an experimental project, New York Yearly Meeting has offered to include in their network a Friend serving as such a visitor based in New England, and serving our local meetings.

We are hopeful based on recent conversations that grant funding may be available to support such an exploration. We hope to be able to provide a fuller update and report on progress in June.

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Request for Action:

PB authorization regarding bequest for Durham Monthly Meeting

Summary: At the request of the Clerk of the Permanent Board, the Yearly Meeting Secretary is bringing a request for action by the Permanent Board, regarding disposition of a bequest intended to benefit Durham (ME) Monthly Meeting.

Background: NEYM recently learned that the Yearly Meeting was designated by a beloved Friend as the trustee for a bequest. Specifically, the Board of Managers of Investments and Permanent Funds (BoM), which advises the management of the Yearly Meeting's Pooled Funds on behalf of Friends organizations across New England, was named in the will of the donor to serve as the trustee.

Through its clerk, Erik Philbrook, the BoM was contacted by the estate of the Friend who made the bequest. After some consultation it became clear that the Board of Managers was not an appropriate entity to serve in the role of trustee for the gift.

The primary reason for this, in addition to the request being outside the charge of the BoM, is that the Board of Managers is not technically a "board", meaning that they do not exercise governance authority in order to make commitments on behalf of the Yearly Meeting. The BoM is a committee which carries out a charge on behalf of the Yearly Meeting; Faith & Practice explicitly states that the Permanent Board has responsibility for making decisions on behalf of the Yearly Meeting involving the disposition of bequests.

In consultation between the clerk of the Board of Managers, the attorney representing the estate, and Friends representing Durham Monthly Meeting, it has become clear that it would be agreeable to all parties for NEYM **to simply ask the estate to convey the bequest directly to Durham Monthly Meeting**, rather than conveying it to the Yearly Meeting to administer on Durham Friends' behalf.

However, to address any potential financial and legal issues that might otherwise arise, it seems prudent and is the advice of NEYM general counsel that Permanent Board formally approve this action on behalf of the Yearly Meeting.

Recommendation: That the Permanent Board affirm this action, instructing the Yearly Meeting Secretary to work with NEYM general counsel to prepare and execute an agreement to this effect described above with the donor's estate.

###

NEYM Q1 FY2022 Operating Budget vs Actuals

October - December, 2021

	Q1 FY2022 Actual	Q1 FY2021 (previous YTD)	FY2022 Full Year Budget	Q1 FY2022 % of Full-Year Budget
Income				
4010 Individual Contributions	40,285	35,818	230,225	17.50%
4020 Monthly Meeting Contributions	66,549	86,256	373,000	17.84%
4050 Interest and Dividend Income	2,946	5	9,000	32.74%
4070 Books & Other Sales Income	542		17,000	3.19%
4080 Retreat Program Fees	4,250	1,096	47,000	9.04%
4085 Sessions Program Fees			221,300	0.00%
4090 Change in Fair Market Value	105			
4099 Net Assets Released To/From	32,967		15,000	219.78%
Total Income	147,644	123,175	912,525	16.18%
Gross Profit	147,644	123,175	912,525	16.18%
Expenses				
5000 Staff	126,650	96,487	452,112	28.01%
5100 General & Administration	26,737	32,465	105,715	25.29%
5300 Travel & Conferences	701	60	35,300	1.98%
6000 Programs	10,550	3,496	285,680	3.69%
6140 Books & Other Sales Expense			14,500	0.00%
6200 Support of Other Organizations			45,975	0.00%
Total Expenses	164,638	132,508	939,282	17.53%
Net Operating Income	(16,994)	(9,333)	(26,757)	63.51%

Notes:

Bank accounts, credit card accounts, and Pooled Funds statement reconciled through December 31.

Pooled Funds income and change in fair market value for Q1 distributed to NEYM funds.

Closing journal entries done for Q1, moving net income for Q1 for each fund to equity account for that fund. Fund balances shown in balance sheet are accurate as of December 31.

NEYM

Balance Sheet

As of December 31, 2021

	Total		Total
ASSETS		Equity	
Current Assets		3500 Working Capital	(39,630)
Bank Accounts		3600 Board Designated Funds	1,497,519
1000 Checking Accounts	201,650	3700 Revolving Accounts	138,688
1020 Money Market Accounts	189,202	3800 Permanently Restricted Funds	721,910
1050 Certificates of Deposits		3900 Retained Earnings	
Total Bank Accounts	390,852	Net Income	95,296
Accounts Receivable		Total Equity	2,413,784
1200 Accounts Receivable		TOTAL LIABILITIES AND EQUITY	2,419,172
Total Accounts Receivable			
Other Current Assets			
1075 Pooled Funds	2,092,661		
1100 Accrued Receivables	(124)		
1110 Due to/from Friends Camp	(64,600)		
1150 Prepaid Expenses	382		
1190 Misc due to/from			
1499 Undeposited Funds			
Total Other Current Assets	2,028,320		
Total Current Assets	2,419,172		
TOTAL ASSETS	2,419,172		
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Credit Cards			
2005 Credit Card Elan St Marys	3,211		
Total Credit Cards	3,211		
Other Current Liabilities			
2010 Accrued Liabilities	77		
2110 Federal Taxes			
2120 State Taxes			
2150 Health Insurance Premium	487		
2155 Sect 125 Employee Withholding	1,577		
2160 403B Retirement	37		
2170 BSB SBA PPP loan			
2171 BSB SBA PPP loan 2nd Draw			
Total Other Current Liabilities	2,177		
Total Current Liabilities	5,388		
Total Liabilities	5,388		

Estimate of Available Unrestricted Reserves Showing Committed and Planned Uses of Reserves

By Frederick Martin, updated 3/22/2022 -- after closing Q1 FY2022

Quasi-Endowment <i>as of 12/31/2021</i>	283,607
Working Cap <i>as of 12/31/2021</i>	(39,630)
Working Cap includes transfers for volunteer leadership stipends & Acting Secretaries	
Total reserves 12/31/2021	243,977
Operating expense budget FY2022 (current year)	939,282
1/4 of operating expense budget	234,821
Excess reserves EOY FY21 = reserves >1/4 of FY22 expense budget	9,156
	25.97%
Additions to reserves FY22 so far	
FMHG return of premium (less Camp portion)	31,972
PPP 2nd Draw forgiven Office portion	74,140
Total expected additions	106,112
Uses of reserves: committed for FY2022	
Sabbatical-related staff expense (PB June 2021) already booked in Working Capital above	
FY2022 operating budget use of reserves for officer stipends (Sessions 2021) already booked	
Additional Online Infrastructure (revised consultant quotes)	(25,000)
Assume budgeted FY2022 deficit (Sessions 2021)	(26,757)
Sum of committed reserves:	(51,757)
Excess reserves projected end of FY22 given commitments & additions so far	63,511
Use of reserves: new, not committed but probably needed:	
Anti-racism Consultation (concept appr PB July 2021, \$ amnt proposed Nov 2021 PB AdDocs)	(15,000)
Sum of new uses suggested but not committed:	(15,000)
Estimated excess reserves EOY FY22 assuming + expected additions + commitments	
+ new uses	48,511

New England Yearly Meeting FY2023 Operating (Non-Camp) Budget Proposed version #3-B 3/18/2022 approved by Finance Committee 3-26-22

version #3- B 3/18/2022 approved by Finance Committee 3-26-22						
	FY2021		FY2022	Δ FY22 to FY23	FY2023 Proposed	
Category	Actuals	Budget	Budget	Budgets	Budget	
	(italics = affecte	d by pandemic)				
<u>Income</u>						
4010 Individual Contributions						
4010 Individual Contributions Total	177,609.60	230,225	230,225	-	230,225	
4020 Monthly Meeting Contributions				-		
4020 Monthly Meeting Contributions Total	328,749.03	373,000	373,000	-	373,000	
4025 Unallocated Income	900.00			31,000	31,000	
4030 Organizations Contributions	301.00	0	0	-	0	
4050 Interest and Dividend Income	10,164.32	9,000	9,000	3,000	12,000	
4070 Books & Other Sales Income		17,000	17,000	-	17,000	
4080 Retreat Program Fees	7,346.61	47,000	47,000	-	47,000	
4085 Sessions Program Fees	42,437.00	211,050	221,300	6,100	227,400	
4090 Change in Fair Market Value	-365.72	0	0	-	0	
4099 Net Assets Released To/From	2,090.00	0	15,000	15,000	30,000	
Total Income	569,231.84	887,275	912,525	55,100	967,625	
<u>Expenses</u>						
5000 Staff						
Total 5000 Staff	410,548	431,519	452,112	41,572	493,684	
Total 5100 General & Administration	91,615	104,565	105,715	(12,100)	93,615	
Total 5300 Travel & Conferences	2,770	35,300	35,300	-	35,300	
Total 6000 Programs	18,576	270,010	285,680	(1,380)	284,300	
Total 6140 Books & Other Sales Expense		14,500	14,500	-	14,500	
Total 6200-6590 Support of Other Organizations	44,014	45,975	45,975	-	45,975	
Total 6600 Publications	0	4,000	0	-	0	
Total Expenses	567,523	905,869	939,282	28,092	967,374	
Net Operating Income	1,709	-18,594	-26,757	27,008	251	
Other Income						
9940 Other Income - Transfers from other funds	79,291.11					
Total Other Income	79,291.11					
Other Expenses						

77,202.00

77,202.00

2,089.11

3,798.09

9950 Other Expense - Transfer to other funds

Total Other Expenses Net Other Income

Net Income

New England Yearly Meeting FY2023 Operating (Non-Camp) Budget Proposed version #3-B 3/18/2022 approved by Finance Committee 3-26-22

	FY2021		EV2022		FY2023	SS
Category	Actuals	Budget	Budget	to FY23	Proposed Budget	Notes
Category	(italics = affecte		buuget	Budgets	Budget	ť
ncome	папсз – ауусстс					1
4010 Individual Contributions						ı
General Fund Contributions	155,669.60	204,225	204,225	_	204,225	
Equalization Contributions	21,940.00	26,000	26,000	_	26,000	ı
4010 Individual Contributions Total	177,609.60		230,225	_	230,225	
4020 Monthly Meeting Contributions	,		200,220	_	200,220	
General Fund Contributions	319,842.03	350,000	350,000		350,000	
Equalization Contributions	8,907.00	23,000	23,000	_	23,000	
4020 Monthly Meeting Contributions Total	328,749.03	373,000	373,000		373,000	
4025 Unallocated Income	900.00	0.0,000	373,000	31,000	31,000	1
4030 Organizations Contributions	301.00	0	0	51,000	0	ľ
4050 Interest and Dividend Income	10,164.32	9,000	9,000	3,000	12,000	
4070 Books & Other Sales Income	10,10 1102	17,000	17,000	5,000	17,000	
4080 Retreat Program Fees	7,346.61	47,000	47,000		47,000	
4085 Sessions Program Fees	42,437.00	211,050	221,300	6,100	227,400	
4090 Change in Fair Market Value	-365.72	211,360	0	0,100	0	
4099 Net Assets Released To/From	2,090.00	0	15,000	15,000	30,000	2,
Total Income	569,231.84	887,275	912,525	55,100	967,625	┤~
		337,273	312,020	30,100	301,020	1
Expenses						
5000 Staff						
Total 5000 Staff	410,548	431,519	452,112	41,572	493,684	4
5100 General & Administration	110,010	101,010	402,112	41,572	490,004	Γ
5110 Administration						
5120 Bank Expense	4,488	7,000	7,000	_	7,000	
5130 Contracted Services	18,258	30,900	31,900	(9,900)	22,000	
5135 Accounting Services	2,500	2,500	2,500	(2,500)	0	
5140 Legal Services	2,500	2,500	2,500	(2,500)	2,500	
5145 Infrastructure	5,000	5,000	5,000		5,000	
5150 Liability Insurance	4,673	5,100	5,250	_	5,250	
5160 Payroll Service	5,582	5,200	5,200	300	5,500	
5170 Recruiting Expense	0,002	0,230	0	-	0,500	
5180 Rent	9,350	9,350	9,350		9,350	
5190 Misc. Expense	159		9,550		9,550	
Total 5110 Administration	52,509	67,550	68,700	(12,100)	56,600	1
5200 Office	02,000	01,000	00,700	(12,100)	30,000	
5220 Archives Office Expenses		0	0		0	
5220 Cleaning Services	88	265	265	_	265	
5230 Maint - Equip & Hardware	343		1,250	_	1,250	
5240 Postage	4,693	3,750	3,750		3,750	
5250 Office Equipment	3,558	3,250	3,250	•	3,250	
5260 Office Supplies	1,094	2,500	2,500		2,500	
5270 Printing & Copying	8,632	14,500	2,500 14,500	•	14,500	
5280 Software & Updates	17,177	7,000	7,000		7,000	
5290 Telephone	3,492	4,500	4,500	•	4,500	
5295 Misc. Office	29	4,500	4,500	•	4,500	
Total 5200 Office	39,105	37,015		•	37,015	1
Total 5200 Office Total 5100 General & Administration	91,615		37,015 105,715	(12.100)		1
Total Clov General & Administration	31,013	104,303	105,715	(12,100)	93,615	
5300 Travel & Conferences						
5310 Travel & Commercial State	775	3,000	2.002		0.000	
Join Haver - Committee	//5	3,000	3,000	-	3,000	

1						
5330 Travel - Programs	60	3,700	3,700	-	3,700	
5335 Travel - Representatives Travel	150	6,700	6,700	-	6,700	
5350 Travel - Staff	1,785	17,000	17,000	-	17,000	
5360 Travel - Ministries		400	400	-	400	
Total 5300 Travel & Conferences	2,770	35,300	35,300	-	35,300	
6000 Programs				-		
6110 Sessions Room & Board		181,140	186,850	6,100	192,950	
6112 Retreats - Room & Board				-		
6114 Room Rental	575	20,000	17,530	(3,980)	13,550	
6150 Food Expense	434	18,000	17,430	(1,500)	15,930	1 1
Total 6112 Retreats - Room & Board	1,009	38,000	34,960	(5,480)	29,480	
6125 Program Expenses				-		
6105 Honoraria - Speakers/Wkshp Ldrs	13,550	22,000	22,000	-	22,000	
6107 Honoraria - Volunteer Leadership			15,000	-	15,000	
6115 Equipment Rental		6,000	6,000	-	6,000	
6121 Supplies and Other Expenses	957	9,300	9,300	(2,000)	7,300	
6165 Pre-Sessions Expense		1,000	1,000	-	1,000	
Total 6125 Program Expenses	14,507	38,300	53,300	(2,000)	51,300	
6130 Committee Expenses - General	1,500	6,350	6,350	-	6,350	
6134 Childcare		2,000	2,000	-	2,000	
6137 Committee Day Expenses		0	0	-	0	
Total 6130 Committee Expenses - General	1,500	8,350	8,350	-	8,350	
6160 Program Support				-		
6163 Friends Camp	1,561	2,220	2,220	-	2,220	
6167 Religious Education & Outreach		2,000	0	-	0	
Total 6160 Program Support	1,561	4,220	2,220	-	2,220	
Total 6000 Programs	18,576	270,010	285,680	(1,380)	284,300	
6140 Books & Other Sales Expense		0	0	-	0	
6142 Books		14,500	14,500	-	14,500	
6147 Consignment Sales		0	0	-	0	
Total 6140 Books & Other Sales Expense		14,500	14,500	-	14,500	
6200 Support of Other Organizations				-		
Total 6200-6590 Support of Other Organizations	44,014	45,975	45,975	-	45,975	5
6600 Publications						
6610 Yearly Meeting Minute Book		0	0	-	0	
6620 New England Friend (Sessions Issue)		4,000	0	-	0	6
Total 6600 Publications	0	4,000	0	-	0	
Total Expenses	567,523	905,869	939,282	28,092	967,374	
Net Operating Income	1,709	-18,594	-26,757	27,008	251	
Other Income						
9940 Other Income - Transfers from other funds	79,291.11					
Total Other Income	79,291.11					
Other Expenses						
9950 Other Expense - Transfer to other funds	77,202.00					
Total Other Expenses	77,202.00					
Net Other Income	2,089.11					
Net Income	3,798.09					

Notes:

- $1\ \ \text{Friends Mutual Health Group distribution of surplus, second part of two; first received November 2021.}$
- 2 Funding the priority for support of monthly meetings and ministries, \$20,000 from unrestricted reserves; see note 4
- 3 Funding the Honoraria Supporting Volunteer Leadership is being phased in over three years; for FY2022 the full \$15,000 is coming from reserves, in FY2023 \$10,000 and in FY2024 \$5000 will come from reserves. The expense is being tracked in the new subcategory "Honoraria Volunteer Leadership"
- 4 COLA increase of 6.3% + small merit increase. \$20,000 to address the priority for support of monthly meetings and ministers by increased support staff (PB 21-89); this increase can be used in either 5130 Contracted Services or 5000 Staff Salaries & Benefits.
- 5 If proposal of Financial Contributions Working Group is adopted by PB, budget will be presented to Sessions simply with this line. Amounts will remain flat between FY22-FY23
- 6 Publication of New England Friend Sessions Issue now tracked in 5270 Office: Printing & Copying.

Financial Contributions Working Group Final Report

February 27, 2022

At the request of the Permanent Board clerk, we present the final report from our work over the past several months. An earlier draft of this report was discussed at the February Finance Committee meeting, and we have received their blessing to proceed as we outlined there.

Some background: the Financial Contributions Working Group was formed by Permanent Board to "study the contributions we make as part of the annual operating budget." Specifically, we were asked "to plan and host a consultation of invited Friends to consider [questions about NEYM's support of FGC, FUM and FWCC as well as donations to outside organizations]. To write a report responding to the Finance Committee questions. To bring the report to Finance Committee on 19 February 2021 for input and then to Permanent Board on 2 April for approval."

Our group, convened by Lucy Meadows and also consisting of Ben Guaraldi and Elias Hanno, met five times in January and February 2022. We did not fulfill the letter of our charge, but we believe we fulfilled the spirit.

We were clear that there was not enough time for adequate discernment before April 2022 to make major changes in NEYM's contributions to other organizations for FY23.

Therefore we recommend that Finance Committee present a budget for FY23 that keeps the total contributions the same as in the FY22 budget, while not specifying the recipients of those contributions. We have presented this recommendation to Finance Committee and they have agreed to develop a budget in this fashion for FY23.

We also recommend that Permanent Board discern how to divide the total among the various groups in FY23, to be decided by August 2023 at the latest. Permanent Board may even see fit to ask another group to undertake the consultation proposed in our original charge—we did not feel the consultation would be productive in discerning contribution levels, but Permanent Board may feel differently. Permanent Board may also see fit to delegate the final decision on contributions to Sessions 2023. Regardless of the final decision, we recommend that Permanent Board present this new approach (with any modifications) at Sessions before Finance Committee presents the budget.

After FY23, we recommend delegating the discernment about the total amount of contributions to Permanent Board, to be seasoned through the priorities process. We believe the priorities process is "a consultative process which creates space for many perspectives to be considered including from Friends of different generations, Friends who hold concern for NEYM's financial health, and Friends who hold a concern for NEYM's relationship to other Quaker organizations," and therefore fulfills that part of our charge for fiscal years beyond FY23.

After FY23, we also recommend that while the discernment of how much to give in total to outside organizations would be done during the budget process, the discernment of which organizations specifically would receive the money would be done after the budget has been approved but before funds are actually dispersed.

Here are our recommendations in detail:

1. Does NEYM make contributions to outside organizations at all?

- FY23: We continue making contributions for FY23.
- **Future years:** The annual priorities process is modified to include a recommendation about total budget for contributions to outside organizations. Permanent Board then approves the total budget for contributions along with the other funding priorities by the December 10 months before the fiscal year begins.
 - The current priorities process is that C&A has a retreat in September, where they discern, and then they bring a report to Permanent Board in November.
 - We recognize that in many years, this part of the discernment may be fairly negligible, but we hope that next year and then every three years or so, the total donation amount will be more deeply considered.

2. How much do we give in total?

- **FY23:** The total amount for contributions stays the same in the FY23 budget as it was in the FY22 budget, but the names of recipients are excluded from the budget.
- **Future years:** Finance Committee discerns total budget amount for contributions to all outside organizations, possibly reducing contributions to \$0, with input from the priorities process (see above).

3. How do we divide it?

- **FY23:** Permanent Board decides how much to donate to each organization in FY23 by August 2023 at the latest so contributions can be made before the fiscal year ends.
 - Permanent Board may attempt to discern these amounts in a regular Permanent Board meeting, though some members of our committee have trouble imagining how that would work.
 - Permanent Board may also delegate discernment to other committees or working groups, such as the Legacy Gift Committee.
 - Permanent Board may wish to delegate the final decision to Sessions 2023.
 - On (Note that some concern has been expressed that changing the amounts given to external organizations at the same time as changing the process by which these decisions are made is moving too quickly. This concern has not caused us to change our recommendation that Permanent Board discern which organizations should receive funds from NEYM in FY23, but we report the concern in case Permanent Board shares it.)
- Future years: Permanent Board or Sessions decides the division of funds by the August before the fiscal year ends at the latest, again perhaps delegating some or all of this decision. Again, we recognize that in many years, this discernment may be fairly negligible, but when there are changes to the total amount NEYM is giving, changes to the organizations we wish to give to, or changes in NEYM itself, we foresee that the recipients will be more deeply considered. We imagine that eventually this allocation process may even catch up with the process of deciding how much to give in total (see above) and could be presented at the same Sessions as the total amount, but we recommend that even if that happens the approval processes should remain separate and the specific allocations should not be part of the budgets Finance Committee presents.

We also spent some time considering queries to guide discernment. They are as follows:

Queries to guide whether to give and how much in total:

- How are we guided by the Spirit?
- Does NEYM's practice of donating further the mission of NEYM?
- Does NEYM's practice of donating have life or is it a formality?
- Would NEYM's refraining from donating be hypocritical, given that NEYM survives on donations from our local meetings?

Queries to guide how much to give to a specific organization:

- How are we guided by the Spirit?
- Does this organization further the mission of NEYM?
- To what extent is this organization a part of the life of NEYM? How broad and how deep is the connection?
- How will NEYM's donation affect the organization? Will it help or hurt the organization, or will it have no effect?
- How will NEYM's donation affect NEYM? Will it help or hurt NEYM, or will it have no effect?

For reference, here are NEYM's budgeted contributions from FY22:

FGC	\$13,075
FUM*	\$13,075
FWCC	\$13,075
State Councils of Churches	\$4,000
FCNL	\$750
FWCC Third World Travel	\$500
AFSC	\$300
QEW	\$300
QUNO	\$200
National Council of Churches	\$150
New England Ecumenical Network	\$150
Friends Peace Teams	\$100
Quaker Voluntary Service	\$100
Ramallah Friends School	\$100
World Council of Churches	\$100
Total:	\$45,975

* Note that due to the withholding policy originally begun in 2009, NEYM gives only approximately 84% of our budgeted contribution to FUM each year. The recommendations we make would not change this policy, but could change the total budgeted amount of the contribution to FUM.

With this report, we believe we have completed the work set out for us to the best of our abilities and that it falls to others to carry this work forward. We have appreciated the opportunity to serve the Yearly Meeting, and we request that the Financial Contributions Working Group be laid down.

Year of (re)engagement:

A proposal to support children, youth, and family participation at Sessions

Submitted: March 15, 2022

Submitted by: Nia Thomas, Quaker Practice & Leadership Facilitator, nia@neym.org

With endorsement from: Coordinating & Advisory, Sessions planners, and NEYM staff

Proposal for approval:

For NEYM's Annual Sessions 2022, the suggested fee for all children and youth will be zero dollars. "Children and youth" would be defined as anyone under the age of 18 or anyone 18+ who is still part of the Young Friends (high school) program.

If total Sessions income (fees plus equalization funds) do not cover Sessions expenses (including staff time) for 2022, allow for a transfer of up to \$20,000 from the unrestricted reserves to cover losses in income from children and youth. Our excess unrestricted reserves are currently sufficient to cover such a transfer.

Why would NEYM do this?

For many, the last two years of the pandemic have placed particular strain on children, youth, and families' participation in Quaker activities. Many of our families and youth are less engaged than they were in 2019, and much of the momentum and critical mass that has sustained participation in our youth programs at Sessions has decreased. It is time to prioritize (re)engagement. As we look toward finally being able to gather at Castleton again, it is critical that we offer Sessions in a way that is as compelling and accessible to families and youth as possible.

For many families, this year will be a time of setting new routines and choosing how (or if) to re-engage with Friends. Nothing says "please just come, we want you here" more than offering for children and youth to attend for free (meaning, with a suggested fee of \$0). Lifting this financial burden for families is especially important at this time when many families with younger children have experienced decreased income in response to the widespread Covid-exacerbated childcare shortage in our region. For a large number of our families with school-age children, a significant source of ministry, Quaker connection and joy has been participation at Friends Camp. For many of these families, paying for both Camp and Sessions is a heavy burden (especially during this time of historic inflation). By making this bold investment in the multigenerational community we yearn to nurture, we would demonstrate not only to families, but also to local meetings, and donors that we are willing to put serious resources forward in support of our vision.

Eliminating fees is not the only way we will welcome youth and families into Sessions, but it is an important component of that welcome. NEYM Sessions planners and youth program staff are working hard to plan a Sessions that is a multigenerational experience which works for youth and families in their diverse needs. One example of this is that the Theme and Speakers team found

themselves clear to ask young Friends to be involved in giving the plenary this year. This grew out of a sense that our younger Quakers have some real wisdom that we need to hear at this time.

Another unique opportunity this summer brings is that this is a historic transition time for our youth ministries staff. Gretchen Baker-Smith will be retiring from her staff position, and this Sessions is a time to celebrate her decades of service and, God willing, to welcome in our new Children and Families Ministries Coordinator. There may be no better way to "pass the baton" and pave the way for a smooth transition than for as many Quaker youth and families as possible to physically witness the transition and personally meet our new Coordinator.

How would we fund this?

We already use a funding model which relies on non-fees income to support the participation of our children and youth. Sessions is funded through two primary income streams: participant fees and donations to the equalization fund. In the last five years when we've had in-person Sessions, participant fees have accounted for 82% of Sessions income and equalization has accounted for 18%. Of this, income from children and youth fees accounts for just 13% percent of our overall Sessions income, while children and youth have used about 25% of the total amount subsidized from Equalization.

What's more, a significant portion of our costs related to children and youth are fixed, meaning we will need to spend money regardless of whether a healthy number of families register. A significant portion of the Sessions budget is the volunteer fee waivers & stipends needed to support the Friends who run our youth programs. Because of our child safety protocols, our commitment to high quality programming, and the long days during Sessions, the minimum number of volunteers needed to staff these programs is quite high. While it is true that an increase in youth participation could require an increase in youth programs staff, it is also true that offering our youth programs for even a very small number of youth will require dozens of volunteers. By increasing the likelihood that more families will participate in Sessions this summer, we also increase the value we get from our "base" youth programs Sessions staff.

Sessions is offered on a pay-as-led basis, with suggested fees and information about our costs provided, helping guide payment decisions for many participants. If this proposal is approved, the suggested fee for children and youth will be \$0. Information will be offered to registrants clarifying that the suggested fee is \$0 because NEYM was led to offer an especially warm welcome to families this year, in light of the particular strain on them due to the pandemic. Messaging around pay-as-led and Sessions equalization will also clearly explain that our costs related to children and youth at Sessions have not been eliminated and that we encourage Friends who are led and able to contribute financially towards making Sessions possible for all. In addition to our annual letter about equalization which goes to local meetings, this year we will also send a letter to Friends choosing to participate remotely, explaining that although the direct cost of remote participation is fairly low, we very much encourage Friends to consider if they are led and able to contribute towards everyone's participation in Sessions. These fundraising efforts would be important in setting a tone for both this year and future years, but our unrestricted excess reserves are sufficient to cover a fairly substantial shortfall in Sessions fees if needed.

If total Sessions income (fees plus equalization funds) do not cover Sessions expenses (including staff time) for 2022, this proposal would allow for a transfer of up to \$20,000 from the unrestricted reserves to cover losses in income from children and youth. Our excess unrestricted reserves are currently sufficient to cover such a transfer, with approximately \$37K in excess reserves after accounting for previous commitments ("excess" meaning the amount on top the amount our policy requires us to keep in reserves for financial security).

Taking this bold step this year will build a foundation for future Sessions. Not only will this be an opportunity to re-engage Friends who have become less active in our events during the pandemic, it will also greatly increase the likelihood of healthy participation by children and families in future years. A child who participates in JYM or JHYM program at Sessions has a 93% chance of attending Sessions again within the next 3 years and an 83% chance of participating in youth retreats during the year. (Author's note: As someone who was first brought to NEYM Sessions at age 12 by a Friend in my meeting and has attended every year since, this does not surprise me!).

In summary, welcoming families with a zero dollar fee for children and youth will help ensure the best possible participation in Sessions by Quaker families in New England. This re-engagment will set the yearly meeting up for long term health as a community. This particular invitation recognizes the particular hardships that families with young children and teens have faced and encourages them to reconnect with the broader community. By being clear with Friends across New England about our goal for taking this approach, we have faith that those with the means to do so will support this invitation financially allowing them a clear way to invest in the New England Quaker community. I hope the careful study and discernment that went into this proposal is sufficient to earn your support.

Letter from the NEYM Representatives to the American Friends Service Committee Corporation to Permanent Board and Friends from Dover and Connecticut Valley Quarters

25 March 2022

Dear Friends:

We write you as New England Yearly Meeting representatives to the American Friends Service Commit tee Corporation, and in response to minutes approved by Dover and Connecticut Valley Quarters, as well as a request for a report from Permanent Board. While there are only two formal minutes from Friends within the Yearly Meeting, we are aware that many monthly meetings and individual Friends have been concerned by reverberations from within the AFSC in recent months. It is our sense that most of the concerns raised relate to a process of restructuring underway in the organization, in the wake of approval in 2020 of a new Strategic Plan (which can be accessed here). [https://www.afsc.org/strategicplan].

We know of at least two communications that have generated these concerns. First, an open letter was published in the *Western Friend* newsletter, signed by one current staff member, several former staff and several members of the Corporation and other committees. Second, a document titled "AFSC at the Crossroads: A Call to Seek a New Unity" was circulated widely within NEYM, co-authored by Paul Kerr, clerk of AFSC's Northeast Regional Executive Committee and member of Exeter Meeting (Philadelphia YM), and Beth Collea, a member of Dover Monthly Meeting.

These two documents paint a picture of developments within the AFSC, both in terms of the processes of consultation and decision making, and in terms of the projected outcomes of restructuring the organi zation. We hope that readers of these documents will seek a fuller picture provided by other perspec tives and facts. The signers are respected Friends and colleagues who enjoy considerable credibility. However, there are other views that should be heard and respected. We would like to assure Friends that, while there is a vigorous and passionate exchange going on, the situation is more positive than these documents present. Additional information is available. An "FAQ" document was prepared by AFSC staff leadership following the *Western Friend* letter—and is attached here.

In the spring of 2021, after considerable consultations, staff leadership and a Board Working Group pre sented initial proposals for new structures—and received significant pushback, especially among staff and committees in the United States. As a result, the process was slowed down and a "co-creation" pro cess initiated on the staff side, while the Board Working Group continued consultations with a range of groups.

At this moment, AFSC staff, union representatives and governance volunteers are engaged in vigorous discussion and negotiation of essential structural issues. Three staff working groups and a governance working group are working hard to shape a new set of proposals for organizational structures that will better support achievement of the challenging goals of the Strategic Plan. One staff group is working on revised structures among US-based programs; a second staff group is working on mechanisms to sup port cohesion/collaboration across programs in the US and internationally; a Board Working Group is designing aligned governance structures; and a fourth group will bring the results of those separate dis cussions together and strive to harmonize them. These developments are described more fully in the attached FAQ document.

1

The issues at play in the current tensions center on a series of issues that have become contentious during recent decades in the organization. If you want to kill any proposal for change, you merely have to

attach one of these epithets to the idea: corporate, centralization, top-down, neocolonial, racist, or dis connected from the communities we wish to serve. These concepts each represent important shared values—and also various dimensions of power, its use and possible abuse. For instance, a proposal to increase the amount of collaboration among similar programs in different locations—and therefore pos sibly increase their cumulative impact on systems of oppression—might be labelled as "centralization" or "top-down" (turning away from the voices and concerns of local communities). Legitimate concerns for program effectiveness and impact are thereby pitted against shared values for grounding programs in communities. This is but one example among many under discussion. The challenge is to reach deeper and beyond the epithets to a more complete understanding of the values, interests, and perceived threats by all of those involved, in an effort to achieve unity of purpose that will allow the important work to proceed.

Friends often have difficulty acknowledging or dealing frankly with issues of power and authority. In fact, for some, any power differential appears to be a contradiction of Quaker beliefs in equality, that of God in each of us, and access by any/all to the Light. The AFSC may find deeper wisdom regarding organ izational forms in the future, but for the moment, it exists as a "consultative hierarchy." As AFSC at tempts to shape proposals for effective organizational structures—in service of an agreed and well-sup ported Strategic Plan—an intense series of consultations have occurred at every level among both staff and governance for over two years. Some believe the processes have been deeply flawed and insufficient, while others feel that the process has dragged on far too long and are eager to get on with imple menting the Strategic Plan and its ambitious goals for systemic change.

We operate in an organizational culture in which everyone feels that they have a right to be heard—and rightly so. The question remains how to determine when you have heard enough, and whether it is time for those vested with the authority to do so should actually make decisions. Inevitably, not every opin ion that is "heard" will be incorporated into proposals. Among the cacophony of contending voices, decision makers must discern the best path forward as best they can—knowing that some people will be disappointed or even outraged—and continue to feel unheard.

Once the various working groups complete their work and emerging proposals are combined, they will be subject to a further seasoning process—hopefully later this spring. This seasoning process will include opportunities for Corporation members to respond to the proposals—building on two listening sessions held in February and further discussion planned for the coming Annual Meeting in April. Feedback re ceived from all groups and individuals will be considered seriously and, as possible, incorporated into revised proposals for Board consideration, either at the June Board meeting or whenever the process is complete.

We would ask you to hold the staff and governance members engaged in these processes in the Light, as they are struggling with sincerity, hope and creative imagination to discern what is good and strong that should be maintained and further strengthened and those elements that are less effective that can ben efit from appropriate change. Reaching unity on these issues will be a great relief and will allow us to focus on the work for justice and peace in the United States and around the world.

2

As we bring this letter to a close, we should acknowledge that AFSC suffers from an atmosphere of sus picion and distrust in many directions. This is not a new situation; it has built up over many years, in part as a response to a heartbreaking series of budget cuts, both in the wake of the financial crisis of 2009-10, as well as two additional rounds of cuts more recently. Those difficult experiences leave many staff members feeling insecure in their own jobs, as well as a sense of grief for the colleagues and valuable programs that have been lost. We hope that the new Strategic Plan will provide the basis for renewal

and creative programming, and that we can engage in an extended process of healing and reconciliation that will reestablish trust among all those involved. As Scott reminded the Board in a recent report from his position as interim co-clerk of AFSC's Community, Equality and Justice Committee:

Next, trust: look for presence of Spirit; build genuine trusting relationships.

Finally, we would like to encourage Friends to take advantage of several ways to become involved with AFSC:

- Most immediately, as part of the Annual Meeting of the Corporation, AFSC is offering a series of program presentations from April 3-7. *These are open to everyone*, and can be accessed here. [https://www.afsc.org/corporation2022]
- Second, AFSC has been setting up liaisons in all Friends Meetings and Churches. Feel free to volun teer to be a liaison to your meeting or church here. [https://www.afsc.org/friends-liaison-contact information]
- Third, AFSC is always looking for Friends to serve on a range of committees. You can find forms to nominate yourself or someone else on the AFSC website here. [https://www.afsc.org/govern ance-recruitment]

With deep desire for lasting peace with justice,

Scott Rhodewalt

Northeast Kingdom Quaker Meeting, recent Interim Clerk, Community Equality & Justice Committee

Becky Steele

Portland Friends Meeting, member AFSC Stewardship Committee

Peter Woodrow

Portland Friends Meeting, member AFSC Board and Recording Clerk, Clerk of Governance Committee, and member, Board Working Group on the Governance Role in Program Decision Making



Prepared by the AFSC Leadership Team 28 January 2022

What is AFSC's 2020-2030 Strategic Plan?

In June 2020, the AFSC Board of Directors approved a ten-year Strategic Plan following two years of a widely inclusive process. The plan both affirms our historic commitment to listen closely to, and be led by, communities impacted by systemic injustice, and challenges us to be even more faithful and intentional in this important aspect of our work. The plan includes vital commitments to anti-racism, feminism, and incorporating youth in programs and organizational life. It also challenges us to think intersectionally and globally and affirms AFSC as an organization focused on systems change through three thematic goals with a cross cutting commitment to climate justice. The full Strategic Plan can be found online at afsc.org/strategicplan.

What was the cost of the strategic planning process?

In 2018, the AFSC Board dedicated some organizational resources to strategic planning. Hundreds of staff, volunteers, community members and partners were involved in ways big and small. We see this as an investment in our future and a necessity to make sure that our work is both strategic and aligned with our values. Overall, approximately \$400,000 was spent over a three-year period, and the project was in part supported with restricted donations from supporters. We held dozens of in-person meetings of staff and community members—a request that was made by staff and was widely agreed-upon by all. In each year, strategic planning never exceeded 1% of our budget. The Strategic Plan was unanimously approved by our Board of Directors and shares broad buy-in by staff because it was done purposefully and well. As we entered our second century of service, this process was critical in creating a shared vision together, but also in developing relationships, shared understandings, and a united, colorful, and creative community across the various divides.

Why consider restructuring?

The fundamental question before us now is how best to organize ourselves to advance our recently established strategic goals. AFSC's leadership team recognizes that staff, partners, and communities, have made tremendous gains under the organization's current structure. We also see opportunity for deeper connection and greater impact. In proposing to modify structures, we aim to strengthen AFSC's ability to transform systems of oppression and injustice while maintaining what makes our work effective and unique.

What could restructuring accomplish?

AFSC has been trying to operate more holistically – as an interconnected global organization — under our current structure for years. While we have been successful in some areas, some consistent challenges remain. Our current issue-based collaboratives in the U.S. have done an excellent job coordinating efforts that center and honor impacted communities and their vision for change. However, these efforts have also suffered from a lack of consistent financial and staffing resources, and accountable decision-making mechanisms. As a result, some of our planning at the thematic level remains fragmented and unable to

scale up the work from local to national and global. There are currently limits to our ability to plan, design, and implement an integrated program-based global approach in accordance with our Strategic Plan. Restructuring could:

- Help create more comprehensive and well-resourced systems of support for local, national, and international work.
- Create more opportunities to elevate or lift up locally-led work and best practices. Manage

knowledge, harness shared wisdom, and build learning and cohesion across programs globally.

- Promote the creation and implementation of collectively-developed long-term strategies to accomplish shared outcomes from the Strategic Plan
- Help us live up to our commitments for climate justice, youth work, racial justice, and gender justice.
- Open programmatic, fundraising, and budgeting opportunities that are being missed in our current approach.

Changes are being proposed with an eye toward maximizing our overall programmatic influence and impact.

What is the process for restructuring?

As the strategic planning process was proceeding, the Board of Directors asked the general secretary to consider what changes she would recommend to better enable the implementation of the Strategic Plan. In response, the general secretary, in concert with the Leadership Team (management) made various proposals in April 2021, following a long consultative process facilitated by external consultants, that were presented to staff and governance members for initial reflection. In June 2021, the decision was made to give additional time for further refinement and to build greater unity before the proposals are seasoned by the Board of Directors and Corporation.

This work is ongoing, and several working groups have been created and are meeting (see below). We are encouraged by these active co-design processes. We feel confident that all staff and governance members are committed to processes and concrete outcomes that affirm our Quaker values—and that all members of the AFSC community are in unity regarding our commitments to achieving systemic change that builds a better world. We now hope to bring proposals for seasoning to staff, the Board and Corporation in spring 2022 and to complete our reorganizing plan by June 2022.

It is true that some AFSC members consider this process rushed, but others consider it very late. We think that by providing an additional year for consultation we have found the right balance.

What groups are working on the co-design of reorganization?

There are four groups hard at work and one to form in the coming weeks.

- The US Program Co-Design Working Group includes union liaisons, regional management, and three members of the Leadership Team, and is being facilitated by Rebecca Subar from Dragonfly Partners, based in Philadelphia.
- There also is a Working Group on Global Cohesion that has now formed and met several times, and which staff are co-facilitating. Twenty members from across the organization are discerning

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- what we need to build a global, learning, and cohesive organization aligned with our Strategic Plan, and what structure we need to ensure our success.
- International Programs proposal is well developed from consultations and a series of IP all-staff meetings from May – August 2021. A few elements require additional discernment. Several smaller working groups, comprised of IP staff are reviewing job descriptions, planning for an IP Staff Council, and refining proposal elements.
- The Board Working Group on the Role of Governance in Program Decision Making continues to engage the AFSC community in development of governance proposals and is hosting sessions with Board, governance and Corporation members throughout February and March.

- Finally, a Harmonization Team will be formed from representatives all the groups. It has been set up to consider areas of divergence, gaps and harmony, and overall alignment within the emerging proposals from the four groups.

We consider our approach to be highly consultative. Areas of unity will be highlighted at the close of the process and we also will seek to be transparent about where areas of disagreement remain.

Who will decide about the reorganizing plan?

The general secretary is charged with bringing forward recommendations about any changes in staff organizational divisions to the Board of Directors for final approval. Our goal is to bring forward proposals with the greatest unity possible, while being transparent that not every suggestion will be accepted.

What changes have been proposed for U.S. programs and why?

The Leadership Team's most recent proposals (initial draft shared in April 2021, but in process) seeks to address several considerations specific to the U.S.:

- Our Strategic Plan challenges us to "work with communities and partners worldwide to challenge
 unjust systems and promote lasting peace." Challenging systems requires concerted efforts,
 rooted in our methodologies of community organizing, research and advocacy, at the local,
 state, and national levels. We are most successful when we achieve these linkages.
- At present, our almost 25 programs across the country plan their work independently. There is no mechanism in place for collectively setting shared outcomes, and short- and long-term objectives based on our three thematic areas: just peace, just migration, and just economies. A reimagined structure could open the way for stronger collaboration and increase impact for systems change.
- At present, programmatic funding is determined and managed at the regional level. There is no
 easy mechanism to fund and manage national or multi-location collaborative efforts. There are
 also disparities in programmatic access to funds as a result of the regional structure which
 makes it harder to find sufficient resources to support shared outcomes and collaborative
 approaches and allocate funds in alignment with our three strategic programmatic goals.
- Few staff are able to devote consistent, full-time attention to developing collaborative, national or multi-location work within and across issue areas.
- Each regional executive committee, by design, maintains a number of local programs within a fairly large region in the US, which does not encourage deep exploration and support of more intersectional, collaborative work between regions, across issue areas, and the provision of resources needed to support such work.

With these considerations in mind, the Leadership Team has proposed restructuring to align our staffing structure with the three thematic areas of the Strategic Plan. We hope this will create more opportunities

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for program-led, cross-regional, and global collaboration. We recognize the importance of power-sharing and are committed to co-designing mechanisms that facilitate that. We see potential for AFSC to achieve both tremendous local successes and equally effective broad-based, state and national impact and systems change. As we move forward, we look forward to co-designing and seasoning this work with staff and governance.

Will AFSC continue to invest in locally-led programs and activities?

Yes. In fact, all our initial proposals, including the governance proposal (in accord with the Strategic

Plan), underscore strengthening local advisory committees and community input in local programs and activities. We hope also to generate more streamlined ways for volunteers at the local level to get more involved with AFSC at multiple levels. Our proposals lift up grassroots organizing at the local level as one of our principal strategies for work. Connecting community-grounded work with our broader advocacy efforts is one of AFSC's hallmarks.

In the coming years, we hope to grow our budgets for locally-led work, and also to bring additional capacity to strengthen our collective impact. Over the past five years, AFSC has dedicated millions of dollars to locally-led efforts. This will not change, and our plan is to expand in ways that are in keeping with the special character of AFSC.

How do we account for diverse voices in the process?

We believe that all members of the AFSC community are motivated by deep love for and commitment to AFSC and the communities with whom we work. There are many diverse voices to attend to within the AFSC community. The fundamental question is about how best to organize ourselves to advance our recently established strategic goals—and a passionate discussion is alive at AFSC on just those issues. Disagreements are to be expected, and good faith dialogue on the substance is welcome.

What new capacities could be a part of a restructured AFSC?

This is very much in discussion, but one of the proposals produced by the Leadership Team (shared in April 2021, but in process) is to bolster both the US and International Divisions with additional program staff that have expertise in the areas central to the Strategic Plan—just peace, just migration, and just economies—and that provide solid support to all our programs, build learning and cohesion across programs globally, and ensure we can live up to our commitments for climate justice, youth work, racial justice, and gender justice. Funds allocated to restructuring support in our budget are a placeholder in anticipation of a completed and approved structure; they do not preempt decisions that will culminate from this revived process.

Unfortunately, these proposed new positions have been mischaracterized by some as "middle management." It also has been incorrectly stated that our program work will no longer be locally-led, and rather "run" from Philadelphia. This is not true in a number of ways.

First, we seek talent from anywhere we can find it, whether from our existing staff or from new team members, and staff may be located in or out of Philadelphia. Second, we believe in leadership that builds up from local insights. Any new staff members would be charged with elevating and enlarging the locally led work, and not having it conform to some top-down approach or pre-set ideas. We are trying to move

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away from dichotomies that say either we have local staff or we have national staff. Staff with strong programmatic expertise who understand grassroots-led advocacy should be able to move between the two approaches and understand how local (or state)-level work can inform the national and vice versus.

More complete proposals about specific positions are still forthcoming in the coming months.

What is the People's AFSC?

Some staff have created an anonymous online forum called the "People's AFSC" to advance their

concerns about the restructuring process and proposals. While we might argue about the accuracy of some of their statements, we will not question their intentions—as we hope that others will afford us the same courtesy. We are quite aware that there are passionate voices among staff and governance who would like the current arrangements to continue. Because the group is anonymous, we have no way to verify the composition of the group, nor their methods of working. We also acknowledge that some prefer feedback to be anonymous. Therefore, we have provided avenues for anonymous feedback on our intranet, Star Cafe.

We have been open and receptive to dialogue, including with participants in the People's AFSC, to join us in a spirit of mutual collaboration. A revived and active process is underway, engaging the U.S. unions, US and International staff, and a wide range of governance members. The intent is to create processes and structures needed to implement our Strategic Plan. Along with our standard procedures for expressing concerns and resolving disputes, we consider these the legitimate, transparent, and productive vehicles for discussion and co-design.

How does AFSC receive opposing voices?

We would like to restate AFSC's broad commitment to collaborative decision-making processes grounded in our Quaker tradition. We also affirm our peacebuilding approaches of building bridges, encouraging trust, and convening safe space for honest, direct dialogue. We advocate for these approaches externally and extend them internally within our wider AFSC community. We have policies and procedures in place to ensure that direct communication is the first step, and that we always conduct ourselves in the spirit of mutual respect.

We express our organization's values by committing to seeing "that of God" in each other in all our relationships. We take seriously the notion of continuous revelation and will actively seek to learn from a wide range of perspectives, listening carefully for how best AFSC should move forward. All ideas and insights, from staff, volunteers, community members, and others are deeply considered when making decisions at AFSC. And we have created several groups of staff affected by the proposed restructuring to help give input and shape proposals for consideration. We therefore urge those with concerns to engage with us through dialogue via the many vehicles that are available to do so.

How does AFSC live into its Quaker Values?

AFSC has Quaker values at its very core. AFSC will always operate based on Quaker principles, and all aspects of our work are informed by and rooted in Quaker practice. Our Strategic Plan underpinned these principles by affirming our approaches and working methods but also by ensuring that one of our five organizational development goals is to amplify our engagement with Quakers. We also acknowledge that no one group has a monopoly on the Quaker experience or the experiences of marginalized people, and

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that AFSC, in its work in communities worldwide, embraces loving inclusivity based in the Quaker value of recognizing the divine in all of us. We use this <u>Quaker Testimonies</u> document as our guide.

Although we do not function like a Meeting, AFSC does put a great deal of emphasis on building unity and being deeply consultative and collaborative, probably to an extent that is greater than other organizations. That said, AFSC is a nonprofit with an executive, management team, Board of Directors, donor and compliance requirements, and real deadlines. There is a living tension as a Quaker nonprofit that makes us unique. It can also be the source of great wisdom for some and frustration for others. AFSC staff have lived with this tension and will continue to do so.

How does AFSC balance Quaker identity and diversity?

It is true that there are fewer Friends on staff than in the 1960s and 1970s. That said, we eagerly encourage Friends to apply for positions at the organization. Just recently a few new Friends have joined our staff. We rely heavily on the wisdom and spiritual grounding Friends provide through Quaker volunteers serving our Board, Corporation, and elaborate governance structure, as well as our local community advisory groups.

In the last decade or more, AFSC has made a concerted effort to lean into its affirmative action policy and ensure a decolonized approach in that our staff also is more reflective of the communities in which we work. Today, our Leadership Team has decades of experience working toward social justice and peacebuilding. We are diverse in terms of race, religion, sexual orientation, socioeconomic origin, and life experiences. We are engaged in deep and reflective conversations about power, privilege, and inclusion; and we are committed to ever greater engagement with staff on these issues.

AFSC stands apart from many organizations in that the majority of its leadership team are people of color. Many of us are from impacted communities that we seek to accompany, and while our experiences of privilege are real, they are also diverse and wide-ranging.

Overall, in terms of staff and Board, the tables below show a select sample of our affirmative action data.

FY 2020 Staff Data					
	Organization wide	Central Office	US Regions	International	
People of Color	65%	42%	65%	97%	
Women	65%	62%	72%	54%	
Women of Color	66%	44%	67%	100%	

FY 2020 Bo	oard Data
People of Color	40%
Women	56%
LGBTQ+	20%

We are grateful knowing that many hold the AFSC community in the Light at this

moment. With thanks for your interest and care,

Joyce Ajlouny, on behalf of the A<u>FSC Leadership Team</u>

Update On Moses Brown School From Dawn Tripp

Our Committee for Nurturing Friends Education and I have been asked to nominate three Friends and one alternate to serve on the Moses Brown Board. Those names and bios are attached, along with an alternate. They have been presented to the Moses Brown Board for initial approval and ideally these names can also be presented to and approved by NEYM at the next Permanent Board meeting on April 2.

I may have mentioned: I am currently working with the Moses Brown Governance Committee and the Committee for Nurturing Friends Education to draft a process and yearly calendar for nominating Friends to the Board. I am hoping to codify that process and timeline which would make it easier for someone else to take on the role of liaison among the Committee for Nurturing Friends Education, NEYM, and the Moses Brown Governance Committee for Quaker nominations. Once that document is finalized, I will share that with you and seek any further thoughts or wishes from NEYM with regard to that process.

I also wanted to let you know that I am serving as Clerk of the Head of School Search Committee in our search for our next Head of School. We have just hired a search firm to partner with us on our search and as soon as we have a Head of School role/job description, I'd like to forward those materials and letters to you as they are released, so you can update Permanent Board and so anyone who has questions can feel free to reach out to me. We should have a job/role description in hand by the end of April/early May.

Finally, also attached is a request/proposal from the Moses Brown Governance Committee and the Clerks of the Moses Brown Board, asking if we might be able to renew our lease with NEYM on a more regular basis.

Moses Brown School Proposed Changes to Ground Lease With New England Yearly Meeting

Pursuant to an agreement entered into by New England Yearly Meeting and Moses Brown School Incorporated on May 28, 2010 (attached), Moses Brown School enjoys a 75-year lease of the land on which the school is located.

The school is interested in modifying the lease agreement in two respects: 1) as a result of recent corporate restructuring, the lessee named in the agreement (Moses Brown School Facilities) has been dissolved and its former holdings transferred to Moses Brown School Incorporated, requiring an updating of the name of the leasing entity in the agreement; 2) creating an "evergreen" provision, whereby the lease is renewed on a cycle of every 10 years.

The first proposed change is purely procedural. In regard to the second proposed change, the rationale is to mitigate against any potential surprise to either party should the remaining duration of the lease become too short.

For the sake of convenience, the school proposes that the lease renewal coincide with the school's decennial reaccreditation process from New England Association of Schools and Colleges (NEASC), a process that involves the school in reviewing all aspects of school operations, including governance matters, leases etc. Since MB is currently in the midst of this decennial accreditation process, we are interested in initiating this lease renewal this year.

In the future, MB's Governance Committee would be the initiator and record keeper of this decennial lease renewal process and work with the Clerks(s) of MB's Board of Trustees.

We look forward to discussing this proposal.

Reza Taleghani Clerk, MB Trustees Jane Ritson-Parsons Clerk, MB Trustees CC: Carlton Tucker Clerk, Governance Committee

March 2022

GROUND LEASE

BY AND AMONG

THE NEW ENGLAND YEARLY MEETING OF FRIENDS,
MOSES BROWN SCHOOL FACILITIES INCORPORATED

AND

MOSES BROWN SCHOOL INCORPORATED

May <u>28</u>, 2010

LEASED PREMISES:

250 LLOYD AVENUE, PROVIDENCE, RI 02906

GROUND LEASE

THIS GROUND LEASE (this "Lease") is entered into as of May $\frac{1}{2}$, 2010, by and among The New England Yearly Meeting of Friends, a Rhode Island nonprofit corporation ("NEYM") Moses Brown School Facilities Incorporated, a Rhode Island nonprofit corporation ("Moses Brown Facilities") and, for the purposes of Article 4, Section 12.1, Section 16.2, Section 16.3 and Section 18.4 hereof, Moses Brown School Incorporated, a Rhode Island nonprofit corporation ("Moses Brown School").

ARTICLE 1: Premises

1.1 NEYM, for and in consideration of the rents hereinafter reserved by NEYM and the covenants and agreements hereinafter contained on the part of Moses Brown Facilities to be paid, kept and performed, does hereby lease to Moses Brown Facilities, and Moses Brown Facilities does hereby take, upon and subject to the terms and conditions herein set forth, the land situated on 250 Lloyd Avenue in Providence, Rhode Island, which premises are more particularly described in *Exhibit A* attached hereto, together with all right, title and interest of NEYM in and to all easements and other rights appurtenant to said premises, including air rights, subsurface rights and interests in all private ways, public streets, highways, public ways or land lying in the bed of any street or highway within or adjacent to such premises (the "Leased Premises"). It is expressly understood by the parties hereto that the Leased Premises does not include the property on which the Providence Monthly Meeting House is situated and the immediately surrounding grounds, all of which includes approximately 59,164 square feet and is more particularly described on *Exhibit A-1* attached hereto.

ARTICLE 2: Term; Holding Over

- 2.1 The term of this Lease (the "Term") shall commence on May $\frac{29}{5}$, 2010 (the "Lease Commencement Date") and end upon the 75th anniversary of the Lease Commencement Date (the "Expiration Date"). While not binding, it is the expectation of the parties that, at the end of the Term, they will enter into another long-term lease of the Leased Premises or an amendment hereto extending the term hereof, each upon substantially the same terms and conditions as set forth herein.
- 2.2 Any holding over by Moses Brown Facilities after the Expiration Date shall not constitute a renewal or extension or give Moses Brown Facilities any rights in or to the Leased Premises.

ARTICLE 3: Rent

On the Lease Commencement Date, Moses Brown Facilities covenants and agrees to pay to NEYM as rent on the first business day of each year during the Term, in lawful money of the United States, the sum of \$1.00.

ARTICLE 4: Possession; Use; Compliance with Laws

4.1 Possession of the Leased Premises shall be delivered by NEYM to Moses Brown Facilities upon the Lease Commencement Date free and clear of all liens and encumbrances, all

except for those matters disclosed in the Permitted Encumbrances set forth in *Exhibit B*. The Leased Premises are to be delivered in their present condition, "AS IS", it being agreed that NEYM has made no representations and warranties of any kind with respect to such condition and that NEYM shall have no obligation to do any work on or with respect to the Leased Premises, or the condition thereof, except as expressly provided herein.

- 4.2 Moses Brown Facilities shall not use the Leased Premises during the Term for any use other than the Permitted Use (as hereinafter defined) and otherwise in compliance with applicable law. Moses Brown Facilities acknowledges that NEYM shall have no obligation whatsoever to grant consent to allow Moses Brown Facilities to use the Leased Premises for any other purpose. Moses Brown Facilities agrees throughout the Term, at Moses Brown Facilities' sole cost and expense, to promptly comply with and cause the Leased Premises to be maintained in conformity with, and not in violation of, all laws and ordinances. Notwithstanding the foregoing, Moses Brown Facilities shall not be responsible for any violation of any law or ordinance relating to Hazardous Materials existing on the Leased Premises prior to the Lease Commencement Date. For purposes hereof, "Permitted Use" shall mean the sub-leasing of the Leased Premises to Moses Brown School solely for the operation of an educational facility in accordance with the bylaws of Moses Brown School in effect from time to time.
- 4.3 Moses Brown Facilities and Moses Brown School each agrees to indemnify, defend (with counsel of Moses Brown School's and Moses Brown Facilities' selection), and save harmless NEYM against and from any and all claims by or on behalf of any person, firm or corporation, arising during the Term from the conduct or management of any work or thing whatsoever done in or about the Leased Premises, or arising from any breach or default on the part of Moses Brown Facilities in the performance of any covenant or agreement on the part of Moses Brown Facilities to be performed under the terms of the Lease, or arising from any act, omission or neglect of Moses Brown Facilities or any of its agents, contractors, servants, employees or licensees, or anyone claiming by, through or under Moses Brown Facilities. Notwithstanding the foregoing, nothing herein shall obligate Moses Brown School or Moses Brown Facilities to indemnify, defend or save harmless NEYM from any claims arising out of the negligence or default of NEYM, its agents, contractors, servants, or employees.

ARTICLE 5: Payment of Taxes and Other Expenses

5.1 Commencing on the Lease Commencement Date and continuing until the Expiration Date, Moses Brown Facilities agrees to pay and discharge or cause to be paid and discharged promptly as the same become due and payable, all Impositions (as hereinafter defined).

For purposes hereof, "Impositions" shall mean all taxes, assessments, charges, license fees, municipal liens, levies, excise taxes or imposts, whether general or special, ordinary or extraordinary, imposed by any governmental authority or pursuant to any legislative action as a result of or with respect to the ownership or use of the Leased Premises which may be levied, assessed, charged or imposed, or may be or become a lien or charge upon the Leased Premises, or any part thereof or upon the leasehold estate hereby created, or upon Moses Brown Facilities solely by reason of its possession of the Leased Premises. Notwithstanding the foregoing, Moses Brown Facilities shall not be required to pay any Impositions the amount, validity or payment of which is being contested, in good faith, by appropriate legal proceedings, and so long as Moses Brown

Facilities provides NEYM with a sum sufficient to discharge such lien or charge to be deposited in escrow as security therefore.

5.2 It is the intent of this Lease and the parties hereby agree that (i) NEYM shall bear no expense whatsoever with respect to the expenses, operation or maintenance of the Leased Premises and (ii) any and all claims, expenses and liabilities relating to the Leased Premises which arise or relate to or become due during the Term shall be paid by Moses Brown Facilities, except as otherwise specifically provided herein.

ARTICLE 6: Changes and Alterations; Permits

Moses Brown Facilities may at its sole discretion make any alterations, additions, changes, improvements or modifications to the Leased Premises during the Term so long as such alterations, additions, changes, improvements or modifications are consistent with the Permitted Use. Notwithstanding the foregoing, no work shall be undertaken until Moses Brown Facilities shall have produced and paid for, or caused to be paid for, so far as the same may be required from time to time, all governmental permits and authorizations of the various governmental agencies having jurisdiction. NEYM acknowledges that Moses Brown Facilities intends to obtain permits such as zoning and other public approvals. NEYM agrees to consent to or join in the application for such permits or authorizations, whenever such action is necessary, but at Moses Brown Facilities' sole cost and expense.

ARTICLE 7: Mechanics' and Other Liens; Payments to Public Utilities

- 7.1 Moses Brown Facilities agrees that it shall not suffer or permit any mechanics', laborers', materialmen's or other liens to attach against or be filed against the Leased Premises or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to or on behalf of Moses Brown Facilities or to anyone claiming by, through or under Moses Brown Facilities (NEYM and Moses Brown Facilities hereby expressly agreeing that NEYM shall have no liability whatsoever on account of any such liens, such liability being hereby expressly denied and prohibited). If any mechanics', laborers', materialmen's or other liens shall at any time be filed against the Leased Premises, or any part thereof, Moses Brown Facilities shall cause the same to be discharged of record within 60 days after the date of filing the same unless, within such 60 day period, Moses Brown Facilities shall furnish NEYM with satisfactory evidence that it has instituted appropriate legal proceedings to contest any such lien which will prevent the enforcement thereof, prior to the final determination of such proceedings.
- 7.2 Moses Brown Facilities shall pay or cause to be paid when due all use and consumption charges and service fees and the like for all public utilities used upon or furnished to the Leased Premises during the term hereof, including, without limitation, charges for water, gas, electricity and telephone service.
- 7.3 In addition to paying for all utility use and consumption charges and service fees as hereinabove required, Moses Brown Facilities shall also, at its sole cost and expense, procure any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the Leased Premises of poles, wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any utilities servicing the Leased Premises.

ARTICLE 8: Insurance

- **8.1** Moses Brown Facilities shall maintain, at Moses Brown Facilities' sole cost and expense, but for the mutual benefit of NEYM, Moses Brown Facilities and Moses Brown School, and in the name of NEYM, Moses Brown Facilities and Moses Brown School, such comprehensive general public liability or other insurance as is reasonably prudent for the Leased Premises.
- **8.2** Every insured loss shall be adjusted and settled promptly by Moses Brown Facilities and the insurer. Proceeds of liability insurance shall be applied against payment of the claim covered by such insurance.
- **8.3** All policies of insurance hereinbefore referred to shall be written in companies authorized to do business in the State of Rhode Island, and shall be written in such form as shall be consistent with the policies applicable to like properties in Providence. All policies of insurance shall provide that any act or negligence of Moses Brown Facilities shall not prejudice the rights of NEYM as a party insured under said policies.
- 8.4 Moses Brown Facilities shall deliver to NEYM, on or before the commencement of the Term, certificates or certified copies of all such policies of insurance, in the amounts and covering the risks hereinabove provided, marked "Premium Paid" for all premiums then due, by the company or agency issuing the same, and Moses Brown Facilities shall deliver to NEYM, not less than 30 days prior to the expiration of any then current policy, a new policy (or certificates or certified copies thereof) in replacement thereof, marked "Premium Paid" for all premiums then due, by the company or agency issuing the same. However, if the insurance is carried under a blanket policy, Moses Brown Facilities may deliver certificates thereof, specifying the amount of insurance allocated to the Leased Premises in lieu of the original policy, as long as the possession of such certificates confers upon the holder thereof the same rights as the holder would have if in possession of the original of such insurance policies.

ARTICLE 9: Condemnation

- 9.1 In the event that the Leased Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between NEYM, Moses Brown Facilities and those authorized to exercise such right (any such matters being herein referred as a "Taking"), Moses Brown Facilities, in cooperation with NEYM, shall have the right, at its sole cost and expense, to participate in negotiations or any proceedings or agreement related to a Taking in order to protect its interests hereunder.
- 9.2 If at any time during the Term of this Lease there shall be a Taking by eminent domain of the whole or substantially all of the Leased Premises, the rights of NEYM and Moses Brown Facilities with respect to the award shall be as follows: (a) first, to the payment of the costs, fees and expenses incurred by NEYM and Moses Brown Facilities in connection with the collection of the award; (b) second, Moses Brown Facilities shall receive an amount equal to the then-appraised value of the portion of the buildings and improvements taken in connection with the Taking and any separate award made by the Taking authority for the consequential damages to Moses Brown Facilities and NEYM related to the diminution in value of the portion of the buildings and improvements which is not taken (determined, in each case, by the Taking authority); (c) third, NEYM shall receive an amount equal to the then-appraised value of the portion of the land taken in

connection with the Taking and any separate award made by the Taking authority for the consequential damages to Moses Brown Facilities and NEYM related to the diminution in value of the portion of the land which is not taken (determined, in each case, by the Taking authority); and (d) all remaining proceeds shall be divided between NEYM and Moses Brown Facilities in the ratio which the-then value of NEYM's interest in the Leased Premises bears to the then value of Moses Brown Facilities' interest in the remainder of the Term, determined, in each case, in accordance with generally accepted appraisal principals.

For the purpose of this Article, "substantially all of the Leased Premises" shall be deemed to have been taken if the untaken part of the Leased Premises shall be insufficient to allow the economic and feasible operation of the Leased Premises by Moses Brown Facilities, as determined by Moses Brown Facilities in its sole discretion.

- 9.3 If at any time during the Term a portion of the Leased Premises is subject to a Taking by eminent domain, then this Lease shall terminate as to the portion of the Leased Premises so taken upon the date of the Taking, but this Lease shall continue in full force and effect as to the remainder of the Leased Premises.
- 9.4 If the whole or any part of the Leased Premises shall be the subject of a temporary Taking, this Lease shall remain in full force and Moses Brown Facilities shall be entitled to receive any award so made for the period of the temporary taking so long as such temporary Taking terminates prior to the Expiration Date.

ARTICLE 10: Default; NEYM's Remedies

- 10.1 Upon an "Event of Default" (as hereinafter defined) this Lease shall remain in force and effect, and NEYM shall have the right to seek injunctive relief or other equitable remedies. Moses Brown Facilities agrees that such injunctive relief is appropriate for a breach of its obligations hereunder. These remedies are in addition to all other rights and remedies provided by law or equity, provided that this Lease shall not be terminated on account of an Event of Default.
- 10.2 A breach of this Lease shall exist if any of the following events (severally "Event of Default" and collectively "Events of Default") shall occur:
- (a) Moses Brown Facilities shall have failed to pay any charge, additional rent or any obligation of Moses Brown Facilities requiring the payment of money under the terms of this Lease for 30 days after written notice from NEYM; or
- (b) either Moses Brown Facilities or Moses Brown School shall have failed to perform any term, covenant, or condition of this Lease, to be performed by Moses Brown Facilities or Moses Brown School, except those requiring solely the payment of money, and Moses Brown Facilities or Moses Brown School shall have failed to cure the same within 60 days after written notice from NEYM, except that, where such failure could not reasonably be cured within said 60 day period, Moses Brown Facilities or Moses Brown School shall not be in default, and no Event of Default shall exist, unless Moses Brown Facilities or Moses Brown School, as applicable, has failed to promptly commence and thereafter be continuing to make diligent and reasonable efforts to cure such failure as soon as practicable; or

- (c) either Moses Brown Facilities or Moses Brown School shall have made a general assignment of its assets for the benefit of its creditors; or
- (d) (i) a court shall have made or entered any decree or order adjudging either Moses Brown Facilities or Moses Brown School to be bankrupt or insolvent; (ii) a petition seeking reorganization of Moses Brown Facilities or Moses Brown School or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or Statute of the United States or any State thereof is filed against Moses Brown Facilities or Moses Brown Facilities and not dismissed with in 60 days thereafter; (iii) a receiver, trustee or assignee of Moses Brown Facilities or Moses Brown School in bankruptcy or insolvency or for its property is appointed and not discharged within 90 days thereafter; (iv) a court shall have made or entered any decree directing the winding up or liquidation of Moses Brown Facilities or Moses Brown School and such decree or order shall have continued for a period of 90 days; or (v) Moses Brown Facilities or Moses Brown School shall have voluntarily submitted to or filed a petition seeking any such decree or order; or
- (e) the sequestration or attachment of or execution or other levy on Moses Brown Facilities' interest in this Lease or the Leased Premises shall have occurred and Moses Brown Facilities shall have failed to obtain, a return or release of such property within 60 days thereafter, or prior to sale pursuant to such levy, whichever first occurs.

ARTICLE 11: Assignment and Subletting

Except as otherwise provided in this Article 11, it is hereby agreed that throughout the Term, Moses Brown Facilities_shall not transfer assign, mortgage, pledge, or otherwise encumber this Lease or its interest therein, or sublet all or any part of Moses Brown Facilities' rights under this Lease or of Moses Brown Facilities' interest in the leasehold estate created hereby or of any portion of the Leased Premises shall be made or suffered other than a sublease of the Leased Premises to Moses Brown School to be used solely in the operation of a school as provided by the bylaws of Moses Brown School in effect from time to time. The prohibitions expressed in Section Article 11 against transfer of Moses Brown Facilities' interest under this Lease and against transfer of a legal or beneficial interest in Moses Brown Facilities shall not apply to transfers to an entity controlling, controlled by, or under common control with Moses Brown Facilities, including, without limitation, Moses Brown School. No transfer of Moses Brown_Facilities' interest under this Lease shall be effective unless accomplished by suitable written instrument recorded in the office in which, by law, records relating to real estate in Providence, Rhode Island, are required to be filed to be effective against bona fide purchasers for value of such property, and a true and correct copy thereof, certified as such by the transferor and the transferee, shall have been sent to NEYM in the same fashion in which notices are required to be given under the terms of this Lease.

ARTICLE 12: Covenant Against Encumbrances

12.1 Neither Moses Brown Facilities nor Moses Brown School shall have any right or power to, and neither Moses Brown Facilities nor Moses Brown School shall, in any way, encumber the fee simple title of NEYM in and to the Leased Premises, nor shall such fee simple estate or other interest of NEYM be in any way subject to any claim against Moses Brown Facilities or Moses Brown School by way of lien, or otherwise, whether arising by operation of law, by express or implied contract or in any other manner, and any such encumbrance or claim by way of lien or otherwise upon the Leased Premises, whether arising by operation of law, by any act or omission of

either Moses Brown Facilities or Moses Brown School or in any other manner, shall accrue only against the leasehold estate of Moses Brown Facilities or Moses Brown School.

12.2 If any such encumbrance or claim by way of lien or otherwise shall exist or be asserted against the fee simple title of NEYM in and to the Leased Premises, then, in addition to any other right or remedy which NEYM may have under this Lease or at law or in equity, NEYM shall have the right, without any obligation so to do, to discharge or pay the same, including the payment of penalties, interest and costs claimed to be due, *provided* Moses Brown Facilities shall first have been notified of NEYM's intent to take such action and Moses Brown Facilities shall have failed to pay or cause to be discharged such encumbrance or lien within 30 days thereafter. All amounts paid and all costs and expenses incurred by NEYM (including reasonable attorneys' fees) pursuant to the provisions of this Article 12, together with interest thereon from the date of any payment or expenditure by NEYM at the annual rate hereinafter set forth, shall constitute additional rent hereunder and shall be payable to NEYM on demand.

ARTICLE 13: Surrender of the Leased Premises

Moses Brown Facilities shall, upon termination of this Lease, surrender and deliver the Leased Premises to the possession and use of NEYM, without fraud or delay and in the same order and condition as originally leased, ordinary wear and tear excepted and as from time to time altered not in violation of this Lease. NEYM, upon termination of this Lease for any reason, may, without notice (any notice to quit or intention to re-enter required by law being expressly waived by Moses Brown Facilities), re-enter upon the Leased Premises and possess itself thereof by summary proceedings, ejectment or otherwise, and may dispossess Moses Brown Facilities and remove Moses Brown Facilities and all other persons and property, including, without limitation, Moses Brown School, from the Leased Premises which it may elect so to dispossess, to the extent that it has not theretofore otherwise agreed, and may enjoy the Leased Premises and have the right to receive all rents and other income from the same, without hindrance or interference from Moses Brown Facilities or anyone claiming by, through or under Moses Brown Facilities. Any personal property of Moses Brown Facilities or Moses Brown School remaining on the Leased Premises beyond 30 days after termination of this Lease shall be treated as having been abandoned by it and be retained by NEYM as its sole property or be disposed of, without liability or accountability, as NEYM sees fit.

Upon termination of this Lease, Moses Brown shall assign and transfer to NEYM all of Moses Brown's right, title and interest in and to the Improvements, the Contracts and all other assets and property relating to the operation of an educational facility at the Leased Premises. Moses Brown shall execute any and all assignments and other instruments that may be reasonably necessary to further effectuate the foregoing transfer, including but not limited to a Bill of Sale substantially in the form of attached hereto as *Exhibit D* (subject to changes in law and custom applicable at the time), and a Warranty Deed substantially in the form of attached hereto as *Exhibit E* (subject to changes in law and custom applicable at the time). NEYM shall be and hereby is authorized and empowered, for and in the name and on behalf of Moses Brown, and for the purposes hereinabove set forth, shall be and hereby is made, constituted and appointed the true and lawful attorney-in-fact of Moses Brown (with full power of substitution and revocation) and in the name, place and stead of Moses Brown, to cause the above described assignment and transfer to NEYM which has not been so assigned or transferred after request therefore by NEYM in the sole and uncontrolled discretion of NEYM as Moses Brown's attorney. The foregoing appointment, being coupled with an interest, is irrevocable until the assignments and transfers are complete.

Notwithstanding the foregoing, the parties understand and agree that it is their intent that this Lease be renewed or extended so that the operations of Moses Brown School may be conducted on the Leased Premises in perpetuity in accordance with the terms of the Deed of Trust of 1816 from Moses Brown for the benefit of New England Yearly Meeting of Friends and, to that end, the parties agree that they will negotiate in good faith and, if necessary, engage the services of an arbitrator or mediator, to resolve any differences between them which might result in the early termination, non-renewal or failure to extend the term of this Lease.

ARTICLE 14: Mortgages; Leasehold Mortgages

- 14.1 Notwithstanding any other provisions of this Lease, NEYM shall have no right to encumber, pledge or convey its interest in the Leased Premises by way of one or more mortgages (and, where appropriate, by grant of a security interest under the Uniform Commercial Code and by assignment of leases and rents) to secure the payment of any loan or loans obtained by NEYM without the prior written consent of Moses Brown Facilities, which consent shall not be unreasonably withheld or delayed.
- Moses Brown School shall at all times and from time to time have the right to encumber, pledge, or convey its leasehold estate in the Leased Premises by way of one or more leasehold mortgages (and, where appropriate, by grant of a security interest under the Uniform Commercial Code and by assignment of leases and rents) to secure the payment of any loan or loans obtained by Moses Brown Facilities and/or Moses Brown School; provided, however, that Moses Brown shall give prior written notice to NEYM of its intent to exercise such rights hereunder, including in such notice the name(s) and address(es) of such leasehold mortgagee and any other information regarding the leasehold mortgage and security documents which NEYM may require. It is understood and agreed that any provision hereunder which would otherwise prohibit the granting or enforcement of a leasehold mortgage shall be construed and read to allow such granting or enforcement.
- 14.3 It is expressly understood that NEYM shall not have the right to approve any leasehold mortgagee or the terms and conditions of any leasehold mortgage. The rights in this Article 14 provided may be exercised only by such entities as are mortgage holders.

ARTICLE 15: Notices

All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given (a) upon delivery, if delivered in person or by electronic or facsimile transmission with originals to follow by overnight carrier; (b) one business day after having been deposited for overnight delivery with Federal Express or other comparable overnight courier service, or (c) three business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by first class or certified mail, postage prepaid, addressed as follows, or to such other address as may thereafter be designated in writing by one party to another:

If to NEYM:

The New England Yearly Meeting of Friends

901 Pleasant Street

Worcester, Massachusetts 01602-1908

Attention: Jonathan Vogel-Borne, Yearly Meeting Secretaty

Phone:

508-754-6760

Fax:

877-257-2834

Email:

ymsec@neym.org

with a copy to

Blais Cunningham & Crowe Chester, LLP

150 Main Street P.O. Box 1325

Pawtucket, Rhode Island 02862

Attention: Charles H. White II, Esq.

Phone:

401-723-1122

Fax:

401-726-6140

Email:

cwhite@blaislaw.com

and if to Moses Brown Facilities:

Moses Brown School Facilities Incorporated

250 Lloyd Avenue

Providence, Rhode Island 02906

Attention: Head of School

Phone:

401-831-7350

with a copy to:

Reavis Cianciolo LLC

55 Dorrance Street, Suite 200

Providence, Rhode Island 02903

Attention: James O. Reavis, Esq.

Phone:

(401) 272-5520

Fax:

(401) 272-5501

Email:

jreavis@rc-legal.com

Either party may change its respective addresses by giving written notice to the other in accordance with the provisions of this paragraph.

ARTICLE 16: Quiet Enjoyment; Encroachments; Limitation of Liability

NEYM covenants that Moses Brown Facilities, upon paying the rent and all other charges herein provided for, and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the Term, without hindrance or molestation of NEYM, or any person or persons

claiming under or through NEYM, subject to the Permitted Encumbrances and any other matters expressly hereinabove set forth.

- 16.2 Neither NEYM, Moses Brown Facilities nor Moses Brown School, nor, if any of Moses Brown Facilities, Moses Brown School or NEYM is a limited liability company, corporation, partnership or joint venture or consists of the trustees of a trust, any manager, member, general or limited partner of, or joint venturer with, or trustee or beneficiary of, or any employee, agent or representative of, Moses Brown Facilities, Moses Brown School or NEYM, as the case may be, shall be personally liable for any of their respective obligations hereunder, and in the event of a claim by either party against the other, the claimant shall look solely to the interests of NEYM or Moses Brown Facilities in the Leased Premises, as the case may be, and not to any other assets for satisfaction of such claim.
- 16.3 NEYM, and its respective successors in title to NEYM's interest under this Lease, shall be liable only for breaches occurring or during its or their respective periods of ownership of such NEYM's interest hereunder, and NEYM shall never be liable to Moses Brown Facilities or Moses Brown School for consequential damages arising out of defaults by NEYM hereunder except for those consequential damages reasonably foreseeable by NEYM on the basis of facts actually known to it at the time of any such default by NEYM.

ARTICLE 17: Estoppel Certificate

Moses Brown Facilities and NEYM agree at any time and from time to time, upon not less than 10 days' prior written notice by one of them or any leasehold mortgagee requesting the same, to execute, acknowledge and deliver to the other party or any leasehold mortgagee a statement in writing, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the dates to which any amounts hereunder have been paid in advance, stating whether or not, to, the best knowledge of the party executing such statement, there are defaults or Events of Default under this Lease, and, if so, specifying each such default, it being intended that any such statement delivered pursuant to this **Article 17** may be relied upon by any prospective purchaser or assignee of the fee or leasehold or any leasehold mortgagee or assignee of any leasehold mortgagee, or any subtenant of Moses Brown Facilities.

ARTICLE 18: General

- 18.1 The captions used in this Lease are for the purpose of convenience only and shall not be construed to define, limit or extend the meaning of any part of this Lease.
 - 18.2 Any executed copy of this Lease shall be deemed an original for all purposes.
- 18.3 In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. This Lease shall be construed and enforced in accordance with the laws of the State of Rhode Island.

- 18.4 The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, and assigns (to the extent this Lease is assignable under the terms hereof). NEYM, Moses Brown Facilities and Moses Brown School each warrant and represent to the other that corporate or other action has been taken by the warrantying party to authorize the execution and delivery of this Lease and that this Lease is valid and binding upon it in accordance with its terms.
- 18.5 The waiver by NEYM or Moses Brown Facilities of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition herein contained.
- 18.6 Each party hereto agrees to act reasonably and in good faith with respect to the performance and fulfillment of the terms of each and every covenant and condition contained in this Lease, and with respect to the exercise of each and every right reserved herein, and wherever in this Lease the consent, approval or exercise of judgment or discretion of either party is required or requested, such consent or approval shall not be withheld, conditioned or delayed unreasonably and such judgment or discretion shall not be exercised arbitrarily, but shall be exercised reasonably and promptly.
- 18.7 In the event either party shall bring any action or legal proceeding for damages for an alleged breach of any provision of this Lease, or to enforce, protect, determine or establish any term or covenant of this Lease or right of such party, or in the case of NEYM to recover rent or to terminate the tenancy of the Leased Premises, the prevailing party shall be entitled to recover from the other party as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs.
- **18.8** NEYM and Moses Brown Facilities mutually agree to execute herewith a Notice of Lease with respect to this Lease substantially in the form attached hereto as *Exhibit C*, which shall be recorded forthwith with the City of Providence Registry of Deeds.
- 18.9 This Lease may be executed in counterparts and it shall be sufficient that the signature of each party appear on one or more of such counterparts.

ARTICLE 19: Integration

19.1 This Lease, and the Exhibits and addenda, if any, attached hereto, constitute the entire agreement between the parties, and there are no agreements or representations between the parties except as expressed herein. No subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.

Signatures appear on following page

NEYM:
THE NEW ENGLAND YEARLY MEETING OF FRIENDS
By: Name: Linda A. Jenkins Title: Presiding Clerk
MOSES BROWN FACILITIES:
Moses Brown School Facilities Incorporated
By: Name: Habib Y. Gorgi Title: Clerk, Board of Trustees
And, for the purposed of Article 4, Section 12.1, Section 16.2, Section 16.3 and Section 18.4 only:
MOSES BROWN SCHOOL
Moses Brown School Incorporated
By:
Name: Habib Y. Gorgi Title: Clerk, Board of Trustees

STATE/COMMONWEALTH OF MACCOUNTY OF COUNTY OF Meddlese,	
In <u>Cambrey</u> , on the <u>Zee</u> day of <u>Name of Markins</u> , meeting of Friends,	Presiding Clerk of The New England Yearly
personally known to me or proved to me through satisfactory eviden	nce of identification, which was WHDZ,
to be the party executing the forgoing instrument and executed is her free act and deed and the free act and Friends.	deed of The New England Yearly Meeting of
	Millia Chan
	Print Name: MAE CHEN
•	Notary Public Print Name: My Commission Expires: 1240017
STATE OF RHODE ISLAND COUNTY OF PROVIDENCE	
In Providence, on the 13 th day of May, 2010, personally appeared Habib Y. Gorgi, Presiding Clerk Incorporated,	
personally known to me orproved to me through satisfactory evider	nce of identification, which was,
to be the party executing the forgoing instrument and executed is his free act and deed and the free act and Incorporated.	
	Notary Public Print Name: James O. Reavis My Commission Expires: May 18, 2010
STATE OF RHODE ISLAND COUNTY OF PROVIDENCE	
In Providence, on the 13 th day of May, 2010, be personally appeared Habib Y. Gorgi, Presiding Clerk	
personally known to me orproved to me through satisfactory eviden	nce of identification, which was

By:
Name: Linda A. Jenkins
Title: Presiding Clerk

MOSES BROWN FACILITIES:

MOSES BROWN SCHOOL FACILITIES INCORPORATED

By: Habib Y. Gorgi

Title: Clerk, Board of Trustees

And, for the purposed of Article 4, Section 12.1, Section 16.2, Section 16.3 and Section 18.4 only:

MOSES BROWN SCHOOL

Moses Brown School Incorporated

By:

Name:

Habib Y. Gorgi

Title:

Clerk, Board of Trustees

STATE/COMMONWEALTH OFCOUNTY OF	
In, on the day of, 201 notary public, personally appeared Linda A. Jenkins, Presiding Clerk o Meeting of Friends,	0, before me, the undersigned f The New England Yearly
 personally known to me or proved to me through satisfactory evidence of identification 	on, which was
to be the party executing the forgoing instrument and she acknowledge executed is her free act and deed and the free act and deed of The New Friends.	
Notary Public Print Name: My Commission	Expires:
STATE OF RHODE ISLAND COUNTY OF PROVIDENCE	
In Providence, on the 13 th day of May, 2010, before me, the un personally appeared Habib Y. Gorgi, Presiding Clerk of Moses Brown Incorporated,	
personally known to me or proved to me through satisfactory evidence of identification	on, which was
to be the party executing the forgoing instrument and he acknowledges executed is his free act and deed and the free act and deed of Moses Br Incorporated.	
Notary/Public Print Name: Jan My Commission	nes O. Reavis Expires: May 1 8, 2010
STATE OF RHODE ISLAND COUNTY OF PROVIDENCE	
In Providence, on the 13 th day of May, 2010, before me, the une personally appeared Habib Y. Gorgi, Presiding Clerk of Moses Brown	
personally known to me or proved to me through satisfactory evidence of identification	n, which was,

to be the party executing the forgoing instrument and he acknowledges that said instrument by him executed is his free act and deed and the free act and deed of Moses Brown School Incorporated.

Notary Public

Print Name: James O. Reavis

My Commission Expires: May 28, 2010

EXHIBIT A

DESCRIPTION OF THE LEASED PREMISES

See attachment hereto from Waterman Engineering. It is understood and agreed by the parties that the land described on *Schedule A-1* hereto is excluded from the transfer.

WATERMAN ENGINEERING COMPANY EXHIBIT A

Moses Brown School
Lloyd Avenue, Hope Street, Alumni Avenue, Pennington Avenue Olney Street & Weymouth Street
Providence, Rhode Island

thence proceeding N 32°37'11" W by and with the said easterly street line of Hope Street a distance of three hundred fourteen and 39/100 (314.49') feet to a point of curvature in the said easterly street line of Hope Street;

thence proceeding northerly by and with the said easterly street line of Hope Street along the arc of a curve deflecting to the right having a central angle of 27°22'16" and a radius of 204.87' an arc distance of ninety seven and 87/100 (97.87') feet to a point of tangency;

thence proceeding N 05°14'55" W by and with the said easterly street line of Hope Street, tangent to the previous curve a distance of twenty and 55/100 (20.55') to the southwesterly corner of land now or formerly of New England Yearly Meeting of Friends;

thence proceeding N.84°43'47" E bounded northerly by the said New England Yearly Meeting of Friends land a distance of one hundred twenty five and 00/100 (125.00') feet to a corner;

thence proceeding N 05°14'55" W bounded westerly in part by the said New England Yearly Meeting of Friends land, in part by land now or formerly of K.L. Realty Associates and in part by land now or formerly of Hope Street Associates a distance of one hundred sixty three and 95/100 (163.95') feet to land now or formerly of Alumni East Associates;

thence proceeding N 84°45'05" E a distance of forty five and 00/100 (45.00') feet to a corner,

thence proceeding N 05°14'55" W a distance of two hundred ninety and 06/100 (290.06') feet to the southerly street line of Alumni Avenue, the northeasterly comer of said Alumni East Associates land and the northwesterly comer of the parcel herein described. The last four herein-described courses are bounded by said Alumni East Associates land;

thence proceeding N 84°43'47" W by and with the said southerly street line of Alumni Avenue a distance of eight hundred sixty two and 97/100 (862.97') feet to the easterly street line of Pennington Avenue;

thence proceeding N 23°33'33" W by and with the said easterly street line of Pennington Avenue a distance of two hundred forty one and 43/100 (241.43') feet to an angle point;

thence proceeding N 02°36'28" E by and with the said easterly street line of Pennington Avenue a distance of seventy one and 48/100 (71.48') feet to the southerly street line of Olney Street;

thence proceeding N 85°34′51″ E by and with the said southerly street line of Olney Street a distance of two hundred seventy three and 86/100 (273.86′) feet to a granite bound at the said westerly street line of Weymouth Street and the northeasterly comer of the parcel herein described;

WATERMAN ENGINEERING COMPANY

EXHIBIT A

Moses Brown School Lloyd Avenue, Hope Street, Alumni Avenue, Pennington Avenue Olney Street & Weymouth Street Providence, Rhode Island

thence proceeding S 23°33'21" E by and with the said westerly street line of Weymouth Street a distance of one thousand four and 04/100 (1004.04') feet to the said northerly street line of Lloyd Street and the point and place of beginning.

The above-described parcel contains 1,338,931 square feet (30.738 acres) of land.

EXHIBIT A 1

DESCRIPTION OF PROPERTY EXCLUDED FROM LEASED PREMISES FOR PROVIDENCE MONTHLY MEETING

That certain tract or parcel of land with all buildings and improvements thereon situated on the southerly side of Olney Street in the City of Providence, County of Providence, State of Rhode Island is herein bounded and described;

Beginning at the most northwesterly corner of the herein described parcel, said point being located at the intersection of the southerly street line of Olney Street with the easterly street line of Morris Street;

Thence proceeding north 85°34'51" east along the southerly street line of said Olney Street a distance of two hundred four and 20/100 (204.20') feet to a point, said point being the most northeasterly corner of the herein described parcel;

Thence proceeding south 04°25'09" east a distance of one hundred eighty seven and 18/100 (187.18') feet to a point, said point being the most southeasterly corner of the herein described parcel, bounded easterly by A.P. 11 lot 72;

Thence proceeding south 84°43'47" west a distance of two hundred one and 42/100 (201.42') feet to a point, on the easterly street line of Morris Avenue, said point being the most southwesterly corner of the herein described parcel, bounded southerly by A.P. 11 lot 48;

Thence proceeding north 05°15'34" west along the easterly street line of Morris Avenue a distance of one hundred ninety and 19/100 (190.19") feet to the point and place of beginning;

Said parcel contains 59,164 square feet or 1.358 acres more or less.

EXHIBIT B

PERMITTED ENCUMBRANCES

None.

EXHIBIT C

FORM OF NOTICE OF GROUND LEASE

In accordance with the provisions of General Laws of the State of Rhode Island, as amended from time to time, notice of the Ground Lease described below is hereby given as of May ____, 2010.

LANDLORD:

The New England Yearly Meeting of Friends, a Rhode Island

nonprofit corporation with an address 901 Pleasant Street, Worcester,

Massachusetts 01602-1908.

TENANT:

Moses Brown School Facilities Incorporated, a Rhode Island

nonprofit corporation with an address 250 Lloyd Avenue, Providence,

Rhode Island.

LEASE

AGREEMENT:

Ground Lease dated as of the date hereof by and between NEYM and

Moses Brown Facilities.

DESCRIPTION:

That certain real estate located in Providence, Rhode Island (referred to in the Ground Lease as the Leased Premises) as more particularly described in *Exhibit A* attached hereto and hereby made a part hereof.

TERM OF LEASE:

75 years, unless terminated sooner pursuant to the Lease Agreement.

COMMENCEMENT:

The date hereof.

OPTIONS AND

EXTENSIONS:

None.

SUBLEASE:

Moses Brown Facilities has no right to assign or sublease the Leased

Premises except as set forth in the Lease Agreement.

MISCELLANEOUS:

All capitalized terms used herein (and not otherwise defined) shall have the same meaning as set forth in the Lease Agreement. This Notice of Ground Lease is executed only for the purpose of giving notice of the existence of the Lease Agreement and is not intended to modify, expand or reduce any of the rights of NEYM and Moses Brown Facilities as set forth in the Lease Agreement. NEYM and Moses Brown Facilities agree to record a Notice of Termination upon the expiration or earlier termination of the Lease Agreement.

Signatures appear on following page

Executed a	as an instrument	under seal,	by the	duly	authorized	representatives	of the	parties,
as of the date and	year set forth abo	ove.						

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THE NEW ENGLAND YEARLY MEETING OF FRIENDS

By:		
Ńame:	Linda A. Jenkins	
Title:	Presiding Clerk	

MOSES BROWN:

Moses Brown School Facilities Incorporated

By:	
Name:	Habib Y. Gorgi
Title	Clark Board of Twotoos

EXHIBIT D

FORM OF BILL OF SALE

BILL OF SALE

As of ______, ____, Moses Brown School Incorporated, a Rhode Island nonprofit corporation ("Moses Brown School") and Moses Brown School Facilities Incorporated, a Rhode Island nonprofit corporation ("Moses Brown Facilities") together, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, paid by The New England Yearly Meeting of Friends, a Rhode Island nonprofit corporation ("NEYM"), hereby sells, transfers, sets over, conveys and delivers to NEYM (i) all assets owned by Moses Brown School and used by it to conduct the business of a regional school for children in nursery school through 12th grade otherwise known as Moses Brown School (the "School"), including, without limitation, all contracts, instruments and documents entered into in connection with the operation of the School and all employees of the School (collectively, the "Assets") but excluding all buildings, fixtures and other improvements located at 250 Lloyd Avenue, Providence, Rhode Island owned by Moses Brown Facilities (the "Improvements") and (ii) the Improvements. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in that certain Transfer Agreement dated on or about the date hereof by and among NEYM, Moses Brown School and Moses Brown Facilities (the "Transfer Agreement").

TO HAVE AND TO HOLD all and singular the Assets and the Improvements to NEYM and its successors and assigns, to its own use and to have and to hold forever.

Moses Brown School and Moses Brown Facilities each, for itself and its successors and assigns, does hereby authorize NEYM, its successors and assigns, in the name of Moses Brown School or Moses Brown Facilities, as applicable, and as such entity's attorney, to do any and all things necessary or advisable to reduce the Assets and the Improvements to NEYM's possession. Moses Brown School and Moses Brown Facilities each, for itself and its successors and assigns, does hereby covenant with NEYM to execute, acknowledge, deliver and perform, or to authorize NEYM, as the agent and attorney of Moses Brown School or Moses Brown Facilities, as applicable, to execute, acknowledge, deliver or perform, any and all further instruments and acts which may be reasonably required to transfer and assign to NEYM the Assets and the Improvements transferred or intended to be transferred hereby or to accomplish the intent and purpose hereof. Moses Brown School and Moses Brown Facilities each, for itself and its successors and assigns, hereby covenants with NEYM, its successors and assigns, that Moses Brown School is the lawful owner of the Assets and Moses Brown Facilities is the lawful owner of the Improvements, that the Assets and Improvements are free from all liens, charges and encumbrances, that Moses Brown School has full right, power and authority to sell the Assets, that Moses Brown Facilities has full right, power and authority to sell the Improvements, and that each of Moses Brown School and Moses Brown Facilities will warrant and defend the same against the claims and demands of all persons.

This Bill of Sale is intended only to affect the sale and transfer of the Assets and the Improvements.

This instrument is binding upon, and shall inure to the benefit of Moses Brown School, Moses Brown Facilities and NEYM and their respective successors and assigns.

Signatures appear on following page

IN WITNESS WHEREOF, NEYM has caused this instrument to be executed by its duly authorized officer as of the date first written above.

WITNESS	THE NEW ENGLAND YEARLY MEETING OF
	Friends
Name	
Name:	Name:
	Title:
	AGREED TO AND ACCEPTED BY:
WITNESS	Moses Brown School Incorporated
	By:
Name:	Name:
	Title:
Witness	Moses Brown School Facilities
	INCORPORATED
	By:
Name:	Name:
	Title:

EXHIBIT E

FORM OF WARRANTY DEED

Warranty Deed

Moses Brown School Facilities Incorporated, a Rhode Island nonprofit corporation having an address of 250 Lloyd Avenue, Providence, Rhode Island 02906, for a purchase price of \$1.00, grants to, The New England Yearly Meeting of Friends, a Rhode Island nonprofit corporation having an address of 901 Pleasant Street, Worcester, Massachusetts 01602-1908, with WARRANTY COVENANTS, all of the buildings and improvements located on that certain lot or parcel of land having an address of 250 Lloyd Avenue, Providence, Rhode Island and more particularly described on Exhibit A attached hereto and made a part hereto, but not any of such land. The grant described herein is expressly subject to the terms and conditions of the Deed of Gift of 1816 from Moses Brown for the benefit of New England Yearly Meeting.

Grantor covenants that this transfer is such that no R.I.G.L. §44-30-71.3 withholding is required as it is a resident of Rhode Island. Witness by my hand this ____th day of _____, ____ Moses Brown School Facilities INCORPORATED Name: Title: STATE OF RHODE ISLAND COUNTY OF PROVIDENCE In Providence, on the _____ day of _____, ____, before me, the undersigned notary public, personally appeared ______, _____ of Moses Brown School Facilities Incorporated, personally known to me or proved to me through satisfactory evidence of identification, which was , to be the party executing the forgoing instrument and he/she acknowledges that said instrument by him/her executed is his/her free act and deed and the free act and deed of Moses Brown School Facilities Incorporated. Notary Public Print Name: My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

See attachment hereto from Waterman Engineering. It is understood and agreed by the parties that the land described on *Schedule A-1* hereto is excluded from the transfer.

WATERMAN ENGINEERING COMPANY

EXRIBIT A

Moses Brown School
Lloyd Avenue, Hope Street, Alumni Avenue, Pennington Avenue Olney Street & Weymouth Street
Providence, Rhode Island

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thence proceeding northerly by and with the said easterly street line of Hope Street along the arc of a curve deflecting to the right having a central angle of 27°22'16" and a radius of 204.87' an arc distance of ninety seven and 87/100 (97.87') feet to a point of tangency;

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WATERMAN ENGINEERING COMPANY

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Lloyd Avenue, Hope Street, Alumni Avenue, Pennington Avenue Olney Street & Weymouth Street
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Said parcel contains 59,164 square feet or 1.358 acres more or less.

Moses Brown School Biographic Summaries 2022-23 Trustee Nominees and Alternates for Exec. Comm. & Board Consideration

FRIEND NOMINEES (to join Moses Brown Board July 1, 2022)

Frederick Dettmer (Friend)

Frederick is an attorney who has managed his own general civil commercial practice firm since 1993, concentrating in federal and state litigation, not-for-profit law, religious rights and organizations law, and individual counseling. He currently serves as Counsel to New York Yearly Meeting of the Religious Society of Friends and to the New York State Council of Churches. He previously spent 15 years and an Associate and then Partner in Commercial Litigation at Leboeuf, Lamb, Green & MacRae. Frederick has been a long-time member of the Purchase (NY) Monthly Meeting and has deep experience in Quaker Governance, having served as the Clerk of the New York Yearly Meeting from 2015-18 and as Clerk of the Connecticut Friends School from 2008-2015. He also served on the Executive Committee of the American Friends Service Committee. He also enjoys being a baseball umpire and soccer referee at the youth and high school levels. His interest in MB comes through a personal connection with a current Trustee and his broad appreciation for and experience with Friends education.

Valerie Reischuk (Friend)

Valerie spent 25 years as a math teacher at the middle school level in the Berea City School District in Ohio, where she also served as Department Chair for many years. She had been a member of the Cleveland Monthly Meeting since 2006, before moving to RI in 2015 and joining the Providence Monthly Meeting (PMM). Valerie worked as a Clerk at Hinckley Allen in Providence for five years before fully retiring in 2019. As a member of PMM, Valerie is involved in meetings and activities connected with NEYM's spiritual growth workshops and resources. She is a member of the Peace and Social Action Committee at PMM and has assisted the PMM Presiding Clerk in outreach to refugee families, even through the COVID pandemic. Valerie is also engaged with a number of organizations in the local community and is a strong advocate for social justice, equity, and peace. She is a great listener, both energetic, positive, and respectful of others' ideas and needs.

Bruce Shaw (Friend)

Bruce spent nearly 40 years as a full-time faculty member in the Math department. Over the years, he served in the boarding department, was Dean of Students, Acting Head of Upper School, and coached track, rowing, and sailing. He has also been involved in set construction for MB theater productions for many years. After retiring from full-time teaching several years ago, Bruce has worked part-time to continue his support of the Performing Arts and in helping to manage various major events in the Woodman Center and around campus. Bruce is exceedingly thoughtful in articulating and considering difficult issues and working through them as part of a group in a productive way. He has strong sensibilities as a Friend and significant practical experience in terms of school operations. Bruce has been a long-time, active member of the Providence Friends Meeting, having been a logistical/scheduling liaison between the Schoolhouse and the Meeting.

Moses Brown School Biographic Summaries 2022-23 Trustee Nominees and Alternates for Exec. Comm. & Board Consideration FRIEND NOMINEE ALTERNATE

John Barrett '63 (F) (Budget & Finance, Investment & Development); Friends Alternate Nominee
John was a Trustee from 2007-2013 and returned to the Board for a second term of service in 2017-18
before resigning when he moved to Milwaukee. He retired after a long career in Investment
Banking/Financial Advising. His Quaker and Moses Brown roots run deep. He counts cousins, nephews,
brothers, brothers-in-law, and a son among the MB alumni in his family; and the Barrett's have a long
connection to the Providence Meeting. His wife Jane was a long-time, beloved member of the
Development and Alumni Relations team at MB. John has been an active and valued member of the
B&F, Investment and Development Committees, for which he has continued to be a dedicated and
active participant via Zoom.

Proposal to Permanent Board From the Freedmen's Fund Ad-Hoc Committee April 2, 2022

Both Beth Morrill, clerk of RSEJ, and Robert Murray, Treasurer, expressed concerns to Leslie Manning, clerk of Permanent Board, that the distribution process for the Freedmen's Fund scholarships was no longer receiving adequate oversight by RSEJ and that some of the scholarships were not adhering to the wishes of the original donors. The requirement for the scholarship is that each recipient should be a descendent of a former enslaved person and either be in a program of education or express an interest in pursuing a career in education. The college or university the student is attending must be in one of the Southern States.

Leslie Manning formed an ad-hoc committee to look at the way the income from the Freedmen's Fund was being dispersed and to make recommendations to Permanent Board regarding the best means of making dispersals in the future. That ad-hoc committee consisted of Leslie Manning, Robert Murray, Beth Morrill, and Joyce Gibson.

Because RSEJ is no longer formally meeting and is unable to formally approve any further nominations for the Freedmen's Fund scholarships, the ad-hoc committee was asked to consider an efficient process that would be sustainable from year to year, match the energy available of whomever would be appointed to oversee the process, and follow the wishes of the original donors.

After researching Historically Black Colleges and Universities (HBCU's) in the South that had schools of education, the committee focused on state universities that graduated five or more students in Education. Schools that served a high number of students in financial need, as demonstrated by a high percentage of students receiving financial aid, were prioritized. Six universities were then selected and communicated with to see if they would be willing and interested to work with the Yearly Meeting on the awarding of Freedmen's Fund scholarships. Based on these communications, the committee selected three schools to recommend to Permanent Board.

Because this is an endowed fund, any change to the responsibility for dispersal of the fund requires Permanent Board approval. The committee asks if Permanent Board will approve a new process in which it directs the Yearly Meeting Treasurer to each year distribute the annual income of the fund equally between Winston-Salem State University (NC), Fort Valley State University (GA), and Jackson State University (MS). With each annual letter, the Treasurer would restate of the requirements for students receiving the scholarship, and ask that the Yearly Meeting be given the name (and ideally a short bio sketch) of each year's recipient.

Submitted by:

Leslie Manning Robert Murray Beth Morrill Joyce Gibson

A Short History of the Freedmen's Fund

According to a memo written by the late Finley Perry (lawyer and member of Wellesley Meeting) in 1995:

[The Freedmen's Fund] is held by the Yearly Meeting as trustee under a trust established by George Sturge of England in 1882 and under the wills of Benjamin Franklin Knowles, Julia Ann Boyce, and Henry Camp. All four donors provided that the funds should be used for the Freedmen's Normal Institute located at Maryville, Tennessee which was operated by the New England Yearly Meeting for the education and religious training of African Americans in the Southern States.

In 1905 or 1906 the Yearly Meeting determined that it was no longer economically feasible to operate the Maryville Institute and it sought legal advice as to the proper use of the Freedmen's Fund under the new circumstances. In a long carefully considered opinion the firm of Gardner, Pirce & Thornley, of Providence, Rhode Island, advised the Yearly Meeting on June 15, 1906 that it should follow the provision in the Sturge Trust which said that if the Maryville Institute should cease to be conducted by the Yearly Meeting, the trustees should thenceforth. hold the fund and apply the income "for the welfare of and the encouragement of education among the freedmen and their descendants in the Southern States of North America and for their moral and religious improvement as in the judgement of the New England Yearly Meeting will best or most nearly effectuate the intentions of the founder as herein set forth."

For some of years, the Wider Ministries Committee, and then the Racial, Social, and Economic Justice Committee (formerly known as the Committee on Prejudice and Poverty), authorized the income of the Freedmen's Fund to be paid to Fisk University, Meharry Medical College, and Guilford College for scholarships for Black students.

Sometime around 2006, the Racial, Social, and Economic Justice Committee (RSEJ) asked committee member James Varner to reach out to Friends in Atlanta GA to form a joint committee (with RSEJ) to seek out candidates for the scholarships rather than having colleges and universities do that discernment. The Southern Freedmen's Fund Recommendation Committee was formed, and made recommendations to RSEJ for student scholarships. This new process was in use through 2021.

We recognize and honor James Varner for his tireless work over many years to find candidates for scholarships from the Freedmen's Fund.

Marjorie Leonard Hancock Memorial Minute October 3, 1924 – August 25, 2018

Marjorie Leonard Hancock was born on October 3, 1924, in Charlotte Amalie, St. Thomas, USVI, and died August 25, 2018 at Cooley Dickinson Hospital while living in Leverett, MA. She was a poet, writer, teacher, activist, and Quaker. She was also a wife, mother, friend, and a strong, active presence in the Quaker community with a strong belief in God. A friend recalled that "Her presence in meeting has always been clear. Toward the end of her life her messages were often about love."

As a child, she moved often. Her father was a Navy chaplain and his family moved with him from assignment to assignment. Sailing on a Navy ship to Guam, and living there, was an important part of her childhood. She loved the sea, and sometimes said she remembered feeling safest on board ship, out in the ocean. While living in Guam she met and learned about the Chamorro people. She lived in or visited many places including the US Virgin Islands; Guam; Shanghai; San Diego and Long Beach, CA; Brooklyn, NY; Shady Nook, Maine; and Winchester and Ashfield, Massachusetts.

When she met and married her husband, Charles Thomas Hancock, Jr. (1914 – 1997), a Quaker and conscientious objector, they were members of Scarsdale Monthly Meeting. They moved to Ashfield in 1961, after which her husband took a job at the University of Massachusetts Amherst. Soon after that she took a job with the Amherst Schools, teaching kindergarten at the Munson Library in South Amherst. They commuted to Amherst together from Ashfield until she was forced to leave her teaching position because she could not get child care for her kindergarten-aged children. In 1965 they settled in Leverett, MA close to her husband's job as a librarian at the University of Massachusetts Amherst.

Marjorie's husband had very strong views about many subjects. Marjorie often acted on behalf of his leadings even when her leadings were in a different direction, but when her leadings were powerful she followed them, and he acted on behalf of them. They both believed in the importance of their work for God through the Religious Society of Friends, and there was never any question but that they should advise and consult with each other, and support each other's work. They were partners.

They had three children: Charles Thomas III, Dacre, and Sarah. While their children were of school age Marjorie was employed at home providing childcare for the son of a friend, and also engaged in the life of her family and the Mt. Toby Meeting. In 1977 after her husband suffered a heart attack, a friend, Meeting member Laura Robinson, taught her to drive. Marjorie subsequently gained employment, first in a department store and later at the University. She retired in the mid-1990s to care for her husband, by then retired as well. After her husband's death in 1997, Marjorie participated in the "Foster Grandparents Program" in the Leverett Schools. She also read her poems on several occasions.

For most of her life Marjorie expressed her feelings and thoughts in poetry and fiction, and later, in devotional writings after the manner of Friends. For her memorial meeting in 2018, her children collected some of her poems and writings in a book called *Benchmarks, Thoughts in Passing*, giving a copy to the Mt. Toby Meeting Library. Her poetry is notable for its joy, gentle humor, and recognition of the earth's beauty, while her writings show insight into the human spiritual condition. Marjorie had an abiding love for the natural world that led to her gardening and caring for animals. She acquired many pets and was herself adopted by wild birds as host and mother. To all creatures, her generous nature and dedication to their welfare were evident.

Marjorie was a pacifist long before she was a Quaker. Marjorie said her ideas about pacifism began when she was around five years old, listening to her father's sermons. An example of her pacifist convictions is the

story told by a friend of Marjorie's refusal to participate in air raid drills with the public school class she was teaching in the early 1950's. She refused to have her students participate in drills because she believed young children should not be exposed to issues of war. She was fired from that job because of her anti-war philosophy.

Over the course of her life, Marjorie was active in Friends Meeting at Cambridge (MA), Scarsdale Monthly Meeting, and at Mt. Toby Monthly Meeting, which she joined in 1964. Marjorie was recognized as a powerful figure among Friends for her spiritual and social insight, her work with children, her ministry in meeting for worship, and her advocacy for peace during the height of the Vietnam war.

She was active in both Mt. Toby Monthly Meeting and New England Yearly Meeting of Friends, serving on many committees in the 1970s. From 1972-1975, she served on the Board of Trustees of the Moses Brown School in Providence (the New England Yearly Meeting school built in 1789); the Christian Education Committee from 1971-1976; the (ad hoc) Friends Educational Needs Committee from 1976 until the committee's work was completed in 1979; and as the Mt. Toby representative to the New England Yearly Meeting Nominating Committee from 1971-1976.

Marjorie was an integral part of Mt. Toby's ecosystem. She was a major influence in the life of the Meeting for 50 years between 1964 and the 20-teens. She was a fierce spiritual presence in the Meeting at the same time her spirituality has been described as "light-hearted." She was always dedicated to the needs of children in the life of the Meeting. Marjorie was a loving person all of her life. She was a survivor. She brought a calm. Her guidance was from within, a kind of a purity and clearness of purpose. A family member recalls: "Her way to change seemed to me to be like the steady dropping of water on a rock, the power of continual yet subtle force of spiritual resoluteness and belief in Goodness within All."

During her presentation on her spiritual journey, Marjorie said, "Wherever there is life there is spirit. We are trying to know God. Each of us is necessary to see God, we need only to open our hearts to listen with our inner ears, to dare to be brave, to be faithful to righteousness." She also said, "I am a willing captive of the spirit. I do not have to search for God. God is within me. There is an eternity to God and I am part of it." Marjorie Leonard Hancock died August 25, 2018, and was buried in the Mt. Toby Friends Burial Ground on August 28, 2018. Her Memorial meeting was held at Mt. Toby Meeting house on October 20, 2018.

Choices Fourth Month, 2001

Joy lurks everywhere;
Choose joy.
It peeks around the corners
of our lives
Gather it in
Make room for it in your heart,
for it wears a loving face.
Step into the circle of light
emitted by love.
Let your whole life reflect
its beauty.
Pass on its blessings.
Choose joy.

- Marjorie Leonard Hancock

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Approved by Mt. Toby Monthly Meeting December 12, 2021 with final version completed January 15, 2022. Read at Connecticut Valley Quarterly Meeting, February 5, 2022

Annual report on work in the ministry to Weare Monthly Meeting Brian Drayton

2/22

Dear Friends,

In what follows, I offer some account of what work I have done under my concern for gospel ministry in 2021, and what I can foresee for the coming year.

Every year I try to inquire whether I continue to feel that I am called to service in gospel ministry. There have been times in the past year, when not for the first time I have wondered whether this calling was being withdrawn, and I might be on the point of release from it. This question is a matter of importance, because it is a necessary consequence of the Quaker understanding (with support from various passages in the scriptures) that spiritual gifts and their exercise flow from Christ as the head of the body whose members we are.

We are to seek earnestly the best gifts, Paul tells us. This does not mean that we are to choose a gift we admire and work away at it, as if we were learning to ride a bicycle or read music. Rather, we are to be attentive to what is rising in us, which seems like an opening way. If it is accompanied by a sense of love, of increased unity with ourselves and with God, it may be a new gift intended for our use. If the love moves us towards making an offering for the welfare of others, then that is another indication that we may be on to something. John Woolman put it well:

From an inward purifying, and steadfast abiding under it, springs a lively operative desire for the good of others. All faithful people are not called to the public ministry, but whoever are, are called to minister of that which they have tasted and handled spiritually. The outward modes of worship are various, but wherever men are true ministers of Jesus Christ it is from the operation of his spirit upon their hearts, first purifying them and thus giving them a feeling sense of the conditions of others.

Friends in the past felt that another indicator of a true calling from God is a sense of inner resistance, either a stubborn refusal to get into *that* kind of thing, or a deep reluctance stemming from a sense of inadequacy. This can't be happening to me — it's not what I do, it doesn't fit with my image of myself, I don't know how to do it... The reason that this was taken to be one evidence that a real calling was coming to you, was *because* it was "in the cross" to your will, your habits, your self-image. As Michael Birkel once said, in reflecting on this passage,

A careful reading of John Woolman's writings shows that for him the opposite of purity is not usually dirtiness but rather "confusion," or "mixture." To be confused is to be mixed up, not to be clear. Purifying is a cleansing but it is also a clarification, a process of becoming clear.

What is it that needs to be purified, and what purifies it? Our will (our capacity to desire and to make sound decisions) is not pure....Our motivations are not pure. They are mixed. We need to ask ourselves: why do we want what we want, even when it seems good? Because our motives are mixed, there is the ever-present risk of self-deception, projecting our own needs onto the wider world, being so attached to a cause that it serves our own sense of self-importance more than the injustice or wrong itself. We've all met people like this, at times even in our own meetings. Their working assumption seems to be: if you love me, then you'll love my leading. And, conversely, if you don't love and support my leading, then you don't love me....Purification requires a resignation (to use a traditional expression), a letting go. ...The traditional term for this among earlier Quakers, including that very early Quaker, the apostle Paul, is dying and rising with Christ. The agent of purification, according to John Woolman, is the purifying love of Christ. It is not wrath....Our vision is purified, and so is our heart.

It is with this understanding that we can see that a calling to ministry, whether short or long, comes with a recognition that this task, however surprising or incongruous it may seem, is for us right now the shape of our path of spiritual maturation. Accept the gift, and use it as faithfully as you can, and you will be transformed for and by the service. Refuse it, or avoid it, and your growth will suffer. Moreover, your faithfulness may be the means of encouraging it in others, though you may never know it; and your choice not to accept the gift and its consequences may mean that others' paths will wait longer to be opened to them.

The first experience of the cross may well be the reluctance, or fear, that this calling is in fact your way forward. A second experience of the cross may come with the recognition of one's inadequacy — or perhaps a recognition that one's gift right now is very small, and may consist at first in a simple opening of our hands to what comes next. Yet accepting that small thing, with gratitude for it *as it is* — not as a promise of future expansion, but as a blessing already received — results in a change in the direction of attention, a change in the way you interpret what you experience, a change in how you pray. The transformation, the cross, lies in getting to that place of gratitude, and of love.

Accepting a calling, in love, will then put you on a path of apprenticeship and learning, but it will be focused by the concern (as any concern focuses us), confronting us with spiritual exercises of unexpected kinds, and placing us under a discipline that will itself grow and deepen along the way; for a gospel minister, the core disciplines are *watchfulness* and *availability* often without any "reward" or gratification in action. "Let life be your commission," says Penn, and do not see silence as a penance or something to be resented; silent waiting, in readiness, is where the work takes shape. All Quakers should be waiters and watchers, and the Quaker minister must be even more intentional and attentional in that work, keeping up the daily watch.

If we accept with joy the work that is coming to us, all that we know (or that our friends can tell us) about learning, practicing, serving, planning, etc. will be given back to us for our use, but bearing now the flavor of the divine love that does not seek to own the work or its products. Simply knowing that love, and knowing also how we are not yet working out of it, is part of the apprenticeship, and the most important part. But our whole personality can gradually be tuned towards the work, and nothing is wasted that is in harmony with the shape that the flow of divine life takes in and through us — for a time. "Seek first the kingdom of heaven and its righteousness, and all these will be added thereto."

This much I have learned the truth of, in some measure, after all these years, and I find that when I settle into the presence of God, and feel again the flow (however small in me) of gospel life (the power of God for our liberation), I recognize that I am not yet free of the calling, and I remeber again the line from Psalm 71 that seems like a good motto for this time in my life:

You have taught me from my youth, O God... and so even into age and grey hairs, do not foresake me, until I have proclaimed your upholding strength to the coming generations.

I also recognize that however long one's experience in this work, in the fundamentals one must always be a beginner. As always, therefore, I would be grateful for advice from the meeting, or from others to whom I send this; and I am also glad to provide more information or reflection on any point herein. If Friends feel that I should be doing something that I am not, or refraining from something that I am doing, I would be grateful for guidance.

I. The year past: 2021

A. Travel in the ministry.

Naturally, the epidemic has limited physical travel, and may do for a few more months. (It may be important to say here that evolution keeps going, and since the majority of the world and sizable portions of our own country remain unvaccinated, new variants are very likely to emerge, and so we should be prepared for new episodes requiring care and patience — and engendering strife in communities.)

Moreover, the Souhegan meeting has been challenged by the need to take precautions, Darcy and I have felt it important to be pretty steady in attendance there. The meeting has begun to gather in person for worship recently, and once we are sure that this is a durable return, we will once again take up the ideas for outreach that our new visible location have stimulated. The long and the short of it is that we soon may feel free to physically travel again, when led to.

Meanwhile, in the past year, some opportunities have arisen.

- 1. As I foresaw in my last report, the Friends World Committee Section of the Americas asked Benigno Sanchez-Eppler and myself to present an afternoon workshop at the Section's (virtual) spring gathering, on my book on gospel ministry, and the Spanish translation by Benigno and Susan Furry. This took place in the third week of March (2020). It was well attended, and Benigno and I were able to convey something of the concerns out of which the book was written and translated, and have some conversation with those who attended.
- 2. As forecast in my last report, Jay O'Hara and I I led a weekend retreat through the Friends Center of Ohio Yearly Meeting (remotely, March 19-21) entitled "Gospel Climate Worship Action." This was very well attended, and I think a good opportunity. My experience with the Woodbrooke retreat on Penington in the fall of 2020 gave me some useful ideas about how such a "remote" retreat might be structured, but a large part of what makes a retreat valuable is opportunity for informal encounters among the participants. That, unfortunately, is hard to replicate "on line."
- 3. Midweek meditations. I continued to convene these monthly "mini-retreats" through 2021. In the fall, I chose a simple theme in each of four months, the Quaker writing I chose for meditation was from a difference century (17th, 18th, 19th, 20th). Attendance was steady, and included Friends from several yearly meetings, though the majority were NEYM folk. The format is simple: I choose a short passage from some Quaker author, ancient or modern, and send it out with some questions for reflection a few days ahead of the actual event. We gather (attendance limited to 20) at 8 pm promptly, and after quick introductions, I give a short introduction to the quotation. Then there is about 15 minutes for conversation in which for example, people can ask about unusual language or ask questions for more context. Then there's about 35 minutes for worship sharing, and then a few minutes of closing worship. Right now this feels like a useful service.

4. Two events for yearly meeting. I was asked to be a resource person for a 4-session clerking workshop (held on 4 evenings by Zoom) — my part was about the work of recording clerk. I also was part of the planning and panel of presenters for a retreat on ministry, organized by the interim clerk of the yearly meeting committee along with the "hosting group" for the current series of one-day weekend gatherings.

B.Writing

- <u>1. Blog.</u> *Amor Vincat* (amorvincat.wordpress.com) has continued fairly steadily, and it continues to be read and followed by some Friends from around Quakerdom.
- <u>2. Book reviews</u>. I wrote several book reviews for *Friends Journal*, on topics in Quakerism, prophetic action, Christian thought, etc.
- 3. Dewsbury *Works*. This project has barely made any progress this year, and I trust will receive more attention this coming year. A new hurdle has emerged, since Charles Martin, the anticipated publisher through Inner Light Books, has announced that he is retiring from publishing. He is transferring his catalog to Barclay Press, and in conversation with Woodbrooke about some unrealized projects including some Dewsbury. I will await developments.
- 4. On living with a concern for gospel ministry, translation. This was completed in the first half of 2021, but so far as I know the book has not been produced yet.
- 5. Colossians materials. As I reported, I received an invitation from Cherice Bock to contribute a couple of pieces to Barclay Press's "Illuminate" curriculum, a quarterly collection of bible-study materials. The focus was the epistle to the Colossians. The pieces were submitted in February 2021. In conjunction with the publication, I participated in a series of conversations jointly sponsored by Pendle Hill and Barclay Press, to enable readers to talk with the various authors of the study materials.
- <u>6. Messages to Meetings.</u> Last year I wrote (referring to a project I had envisioned the year before)
 - '...I hope to be pulling out groups of posts on a particular theme, and creating booklets or other resources, to make them more useful for study or devotional purposes.' Late in 2020, however, I finally made a beginning on this, as I created a database of Amor Vincat blog posts, tagged thematically, and I am now developing a few thematic collections, perhaps incorporating other short pieces written for other settings.

This led to the development of a little book published by Inner Light Books as *Messages to Meetings*. Charles Martin and his team were a pleasure to work with.

- 7. Correspondence, and other. As I wrote last year, I am being more intentional about searching in the quiet for people to reach out to, especially Friends who have some leading in the ministry. I have also been asked by other Quaker writers to read & provide comment on a few books and articles.
- 8. Yearly Meeting materials. Last year I wrote:

The YM Clerk convened a small committee to develop materials intended to help meetings prepare for next summer's deliberations about our YM's relationship with Friends United Meeting and its personnel policy...The committee has worked intensively in December and January, and the results will be shared by early February, God willing.

The committee finished its work, and the materials were circulated for a while before our yearly meeting, and I know that the exercise that I contributed was used a few times.

9. A new book. In 2020 and 2021, I wrote a long series of blog posts exploring ideas related to climate change as a spiritual opportunity. As I came to the end of that series, I felt led to use the blog posts as a rough first draft for a book. I discussed it with Charles Martin of Inner Light Books, and with Darcy. After sitting with the idea for a while, I felt clear to go ahead. I also felt that I should seek a small group of elders for the project. I was led to ask 4 people who I know would bring specific insights to the project, but who are also experienced elders and understand the nature of a writer's work — and felt drawn to help. Late last year, I convened this group, which has been meeting roughly monthly, and began the work, whose provisional title is: *The gospel in the Anthropocene: Letters from a Quaker naturalist*. It is taking shape as something not written solely for Friends; despite all the groundwork, as I have begun it, it feels like a whole new project. Daunting, but important.

II. What I see for 2022

A. Travel

I have no formal opportunities in prospect for physical travel, owing to the restrictions imposed by pandemic conditions. When way opens, I will travel as led.

B. Writing

I have several continuing projects, which I hope will make solid progress this year, in addition to continued writing on my blog.

- The gospel in the Anthropocene.
- Thematic collections from Amor vincat. I will return to this work in late spring.
- Dewsbury: continued work with Gordon Bugbee on the edition of Dewsbury's works including finishing the transcription of Dewsbury MSS and the collecting of supporting materials. As noted above, we will hope to undertake the *Essential Dewsbury* sometime this year.
 - Book reviews for Friends Journal as invited.

* * * * *

As of this time, it seems to me that my primary work is to be in the line of writing, while being open to other opportunities for service that may come. This year is likely to be the last year that I am fully employed, and I expect (God willing) to reture in 2023, with the most of my work-place tasks completed by my (70th) birthday in March of that year. Another major activity

will also be coming to a close around that time: since 2014, I have been part of the management of the Temple-Wilton Community Farm, and for the last several years president of the board of trustees. I will conclude my service on the Board in the spring of 2023.

All these years, this has been my major outlet for work and witness related to climate change, as the preservation of small, low-impact farms which nurture the soil and the landscape as well as the crops and livestock seems an important contiributor to the conservation of biological diversity, to a community's right use of resources, to food stability, and to adaptation to the climate change that is increasingly reshaping our world.

As I prepare to send this out, I am mindful that one of my circle of friends and counsellors is now removed, with the recent death of our death friend Nancy Shippen, whose growth and faithfulness in her calling to prison ministry and the peace witness was always an important example to me and others.

I conclude with a short prayer from Barrow Cadbury: Give us this day our daily discovery.